December 24, 2010

**United States Government** 

**National Labor Relations Board** 

Region 5

103 South Gay Street, 8th Floor

Baltimore, MD 21202-4061

I Officer Marc Le-Andre Peters do hereby address this letter to the Regional Director Mr. Wayne R. Gold. This written notice shall provide just cause why the instant petition should not be barred according to the collective bargaining agreement, in accordance with the board's contract bar doctrine. The contract issues we have been experiencing with (SPFPA) The International Union Security, Police and Fire Professionals of America has been constant since October 1, 2010. There has been nothing but consistent non-communication and unresponsiveness by Mr. Rick O'Quinn and (SPFPA) regarding our inquiries about possible (CBA) collective bargaining agreement contract negotiation dates with Master Security Company, LLC. As a result of countless attempts made to contact Mr. O'Quinn with no success, we were notified by Ms. Mary Jo the union secretary that the November 9, 2010 contract negotiation date was cancelled and if we wanted to know why we would need to contact Mr. O'Quinn. Once again myself, and Gary Murray attempted to contact Mr. O'Quinn with no success. Gary Murray would later inform me that he personally talked to Mr. Willie Jones the local 444 union chapter president, who told him that he and Mr. O'Quinn wanted to have a phone conference with all of the shop stewards on November 9, 2010 which I could not attend. However Gary Murray and Jeffrey Greene were both present for the phone conference with Willie Jones once again minus Rick O'Quinn.

Furthermore, enclosed is a copy of an email sent November 16, 2010 by Gary Murray to Mr. Hickey the president of the Union telling them not to negotiate contract matters without us which we were under the impression was mutually understood by both parties because of previous negotiations. Mr. O'Quinn has done everything else except try to keep us informed of the contract proceedings or incorporate us in them. There has never been a legitimate attempt made by Mr. O'Quinn since he became our representative in August to meet with us or properly convey the concerns of the employee's working the FTC/FEC contract to Master Security Company.

On November 29, 2010, around 3:30 pm, I received a phone call from Joseph McCray asking me what's the deal with this petition he just received and why does it have my name on it. I informed Mr. McCray that do to the lack of representation and responsiveness by Mr. O'Quinn, we (the officers of FTC/FEC) no longer seek to retain (SPFPA) as our union representative. Mr. McCray then informed me that the Union signed a contract with Master Security, yet upon my request for a copy he informed me that he didn't have a copy. Around 5:30 pm on the same evening Gary Murray informed me that in the midst of a phone conference between himself, Maulana Ageymang, union representative Joseph McCray, and the union president David Hickey. Mr. Hickey informed Gary Murray and Maulana Ageymang that no contract was officially signed due to contract language errors that needed correction.

I have enclosed evidence that shows that the newly instituted contract between (SPFPA) and Master Security is fraudulent and never negotiated. This evidence consist of 4 contracts, including 3 previous contracts negotiated by the union showing that the contract negotiation process involved the union, stewards, and the security company. The newly negotiated contract that was said to have been signed on November 19, 2010 was not issued out to employee's and management personnel until after December 5, 2010. Furthermore, the copies of the contract supplied to the employee's and management personnel was not an official copy because each copy was only signed by the union representative Rick O'Quinn. As a result of the evidence submitted, we hereby request that the petition signed be upheld.

RECEIVED

2010 DEC 27 PH 2: 58

IRDER SECTION

Respectfully,

Marc L. Peters



# United States Government NATIONAL LABOR RELATIONS BOARD

Region 5

103 South Gay Street, 8th Floor Telephone: (410) 962-2822 Baltimore, MD 21202-4061 Facsimile: (410) 962-2198

December 14, 2010

Mr. Marc L. Peters 105 Varnum Street NE, Apt. 5 Washington, DC 20011

Re: Master Security Company, LLC Case 5-RD-1493

Dear Mr. Peters:

The above-captioned case, petitioning for an investigation and determination of representatives under Section 9(c) of the National Labor Relations Act, as amended, has been carefully investigated and considered.

Decision to Dismiss: As a result of the investigation, I find that further proceedings are unwarranted. The investigation disclosed that you filed a petition on November 24, 2010, to decertify the International Union, Security, Police and Fire Professionals of America ("SPFPA") as the collective-bargaining representative of all full-time and regular part-time security officers employed by Master Security Company, LLC ("Employer") at the Federal Trade Commission buildings currently located at 601 New Jersey Avenue NW and 600 Pennsylvania Avenue NW and at the Federal Election Commission building currently located at 999 E Street NW in Washington, DC. As your petition shows, these employees are already represented by SPFPA. The investigation disclosed that the Employer and SPFPA are party to a current collective-bargaining agreement whose effective dates are November 19, 2010, through September 29, 2013. Accordingly, your petition is contract-barred. Hexton Furniture Co., 111 NLRB 342 (1955).

The Region issued you a Notice to Show Cause requesting your evidence as to why the collective-bargaining agreement should not bar the petition. In response, you asserted that you were in possession of a collective-bargaining agreement containing only the signature and date of a representative of SPFPA. The contract must be signed by all the parties before the rival petition is filed. *DePaul Adult Care Communities*, 325 NLRB 681 (1998); *Freuhauf Trailer Co.*, 87 NLRB 589 (1949). The signatures of parties do not, however, have to be on the same formal document. *Holiday Inn*, 225 NLRB 1092 (1976); *Liberty House*, 225 NLRB 869 (1976). The Region is in possession of evidence that the collective-bargaining agreement was signed and put into effect by the Employer and SPFPA on November 19, 2010, before the date you filed the petition. The evidence you presented does not disprove this. Additionally, you raised a number of grievances relative to the Union's representation of employees.

Re: Case 5-RD-1493 - 2- December 14, 2010

Even assuming the grievances are valid, they do not have any role in whether there is a contract bar. Accordingly, your petition is dismissed.

Right to Request Review: Pursuant to the provisions of Section 102.67 of the National Labor Relations Board's Rules and Regulations, Series 8, as amended, you may obtain review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, DC 20570-0001. This request for review must contain a complete statement setting forth the facts and reasons on which it is based.

Procedures for Filing a Request for Review: Pursuant to the Board's Rules and Regulations, Sections 102.111 – 102.114, concerning the Service and Filing of Papers, the request for review must be received by the Executive Secretary of the Board in Washington, DC by close of business on Tuesday, December 28, 2010 at 5:00 p.m. (ET), unless filed electronically. Consistent with the Agency's E-Government initiative, parties are encouraged to file a request for review electronically. If the request for review is filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is accomplished by no later than 11:59 p.m. Eastern Time on the due date. Please be advised that Section 102.114 of the Board's Rules and Regulations precludes acceptance of a request for review by facsimile transmission. Upon good cause shown, the Board may grant special permission for a longer period within which to file. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing a request for review electronically may be accomplished by using the E-filing system on the Agency's website at <a href="www.nlrb.gov">www.nlrb.gov</a>. Once the website is accessed, select the E-Gov tab and then click on E-filing link on the pull down menu. Click on the "File Documents" button under Board/Office of the Executive Secretary and then follow the directions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Very truly yours,

/s/WAYNE R. GOLD

Wayne R. Gold Regional Director

#### **Enclosures**

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<sup>&</sup>lt;sup>1</sup> A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Re: Case 5-RD-1493

# CERTIFIED MAIL NO. 7008 1830 0002 7508 3327

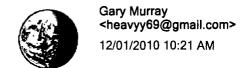
cc: Executive Secretary
National Labor Relations Board
Franklin Court Building
1099 14th St., N. W., Rm. 11600
Washington, D. C. 20570

Edward R. Noonan, Esq. Eckert Seamens Cherin & Mellott, LLC 1717 Pennsylvania Ave. NW Washington, DC 20006

Ms. Kristine Nichols Vice President Master Security Company, LLC 10946-D Beaver Dam Road Hunt Valley, MD 21030 James M. Moore, Esq.
Gregory, Moore, Jeakle, Heinen & Brooks, P.C.
65 Cadillac Square Suite 3727
Detroit, MI 48226

Mr. Dwight E. Duley International Union, Security, Police, Fire Professionals of America (SPFPA) 25510 Kelly Road Roseville, MI 48066

Gordon A. Gregory, Esq. Gregory, Moore, Jeakle, Heinen & Brooks, P.C. 65 Cadillac Square Suite 3727 Detroit, MI 48226



To "dandphilli@gmail.com" <dandphilli@gmail.com>, "vallen@fec.gov" <vallen@fec.gov>

h--

Subject Fwd: Contract Negotiations Issues

----- Forwarded message -----

From: Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Date: Tuesday, November 16, 2010 Subject: Contract Negotiations Issues

To: heavyy69@gmail.com

Delivery to the following recipient failed permanently:

williejones@verizon.com

Technical details of permanent failure: Google tried to deliver your message, but it was rejected by the recipient domain. We recommend contacting the other email provider for further information about the cause of this error. The error that the other server returned was: 550 550 5.1.1 <williejones@verizon.com>... User unknown (state 14).

---- Original message -----

MIME-Version: 1.0

Received: by 10.229.91.3 with SMTP id k3mr6957278qcm.280.1289962642587; Tue,

16 Nov 2010 18:57:22 -0800 (PST)

Received: by 10.229.189.71 with HTTP; Tue, 16 Nov 2010 18:57:22 -0800 (PST)

Date: Tue, 16 Nov 2010 21:57:22 -0500

Message-ID: <AANLkTikCvP4Xe9ba8HY3J =suwd5pgoC+8FgS8AcZdHn@mail.gmail.com>

Subject: Contract Negotiations Issues From: Gary Murray <heavyy69@gmail.com>

To: DAVID HICKEY <Spfpapres@aol.com>, jen <spfpalocal127@juno.com>,

williejones <williejones@verizon.com>, "dandphilli@gmail.com"

<dandphilli@gmail.com>, mlpete1973@live.com,

blkfox05@yahoo.com

Content-Type: multipart/alternative; boundary=001636426c6115c2a3049536d501

Hello my name is officer Gary Murray I am the chief steward local 444 on the FTC/FEC contract in Washington D.C. I am sending you this email to in form the members and stewards on this contract are very disappointed in they way things are being handled on this contract and the negotiation process. Last year when we negotiated with Duke Wolley things were very smooth and we were a part of every meeting but this year things has been a lot different and the members and stewards feel someone is trying to hide something because no one answer phone calls or respond to emails or voice messages or try to come to any meetings. Mary jo has been a very helpful person and she does a excellent job in trying to help us so she is excluded. The stewards and members had decided that they do not want Rick O'quinn to no longer handle our negotiations nor be our Representative do to lack of communication and performance. We are also asking for Duke Wolley to handle our negotiations he done an excellent job last time. We are also asking for a contract no longer than two years if we decide to sign one and we sent in a revised contract so the rep can see what we need on our contract to protect us. Also we have decided we do not want the union health insurance and will deal with the company and the decision we make jointly. We also decided that we do not want a contract sign if Rick has to be our rep. We are officers who deal with very disrespectful companies and we need to be a part of all negotiations and meetings and our words need to be heard this is the job we work and we just want protection.. Some of the officers here don't trust the union and they feel things are being done under the table and i am here to prove them wrong and show them SPFPA does a excellent job but if i cant

answer there questions then i look very stupid. So I am asking for a change in Representation and more participation in important meetings. Please do not continue the negotiations without the stewards. Thank you for your time





# **COLLECTIVE BARGAINING AGREEMENT**

Between

**Master Security** 

And

International Union, Security, Police and Fire Professionals of America (SPFPA)

At

FTC / FEC

Washington, DC

November 19, 2010 - September 29, 2013

2

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# **PREAMBLE**

THIS AGREEMENT is made on this 19<sup>th</sup> day of November 2010, by and between Master Security covering its uniformed guards for the U.S. Federal Trade Commission at 600 Pennsylvania Avenue, 601 New Jersey Ave, The Federal Election Commission at 999 E. Street NW, Washington D.C, under the DHS (FPS) contract HSHQEC-10-D-00009, and its successors, hereinafter referred to as the "Employer", or the "Company", and the bargaining agent certified by the National Labor Relations Board, the International Union, Security, Police and Fire Professionals of America (SPFPA) hereinafter referred to as the "Union".

#### ARTICLE 1

# RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all full-time and part-time security officers, employed by the Employer, but excluding all other employees, including office clericals, lieutenants, captains and any other supervisors as defined in the National Labor Relations Act. The above location is hereinafter referred to as "site".



#### **ARTICLE 2**

# PROBATIONARY PERIOD

Section 1. Any bargaining unit officer shall be deemed to be on probation for a period of his/her first ninety (90) calendar days on the site. After he/she worked such period, the employee shall gain seniority status and his/her seniority date shall revert to the first day the employee earned wages from the Employer for employment at his/her site. During the probationary period, and except as provided in Article 7, Non Discrimination, the employee may be discharged without recourse to the grievance and arbitration procedures and such discharge shall not be found to violate any provision of this Agreement.

<u>Section 2.</u> The Company shall notify the Union within thirty (30) days of all new bargaining unit employees hired and of all employees terminated, setting forth their address, SSN, job classification and department.

#### ARTICLE 3

#### UNION SECURITY AND MEMBERSHIP

#### **Union Security**

#### Section 1

All bargaining unit officers assigned to or employed at the site shall, on or after their thirtieth (30th) day of work at the site or thirty (30) days following the execution of this agreement,

MS\_\_\_\_\_SPFPA\_\_\_\_\_

whichever is later, tender to the Union an amount equivalent to the initiation fee and periodic dues which the Union uniformly requires as a condition of obtaining or retaining membership therein or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S. 734 (1963) and Beck v. Communications Workers of America, 487 U.S. 735 (1988).

# Section 2.

The Company shall be obligated under this Article to terminate the employment of any employee by reason of his/her failure to comply with Section 1 above upon receipt of a written request for such termination from the Union, provided that, upon receipt of such written request by the Company, the employee shall have fourteen (14) days to tender the amounts owed and thereby avoid termination of his employment and provided further that the Union has provided the Company with written proof that it has complied with its legal obligations concerning notification to the employee of the delinquency and notification to the employee of his or her statutory rights relating to union security.

#### Section 3

Anything herein to the contrary notwithstanding, an employee shall not be required to pay money to the Union, or to become a member of, or continue, membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

# **Dues Check-Off**

Section 1

MS\_\_\_\_SPFPA\_\_\_

Page 5 of 46

The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Appendix C. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted, along with a summary sheet, including the names, addresses, social security number and local union number of officers and the amount of dues deducted from each shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first regular payday of the month.

# Section 2

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

#### Section 3

The Union agrees to indemnify and save the Company harmless against any and all costs (including attorneys fees) and any and all claims, demands, suits or other forms of liability that shall arise out of any action taken by the Company under this Article. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

MS\_\_\_\_SPFPA\_\_\_\_

# **ARTICLE 4**

# **MANAGEMENTS RIGHTS**

# Section 1

Except to the extent expressly abridged or limited by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to manage and operate its business prominent among which, but by no means wholly inclusive, are the right to decide and unilaterally:

- (a) Hire;
- (b) Determine the number, location, and type of guard posts and guards;
- (c) Assign work and determine and change the job duties of any job;
- (d) Discontinue, temporarily or permanently, any posts;
- (e) Promote, demote, transfer, discharge, discipline, or suspend employees;
- (f) Maintain order and efficiency of operations;
- (g) Determine the number of shifts and the starting and quitting times of each shift.
- (h) Require employees to obey Employer rules and regulations relating to the operation of the Employer at the site and to acceptable employee conduct as are presently in effect or which may be changed or modified from time to time by Employer;
- (i) Determine the supplies, equipment, or weapons to be used;

MS\_\_\_\_SPFPA\_\_\_

- (j) Determine the size of the work force, including the number of employees assigned to any particular shift;
- (k) Determine when overtime shall be worked;
- (I) Establish hours of work;
- (m) Lay off employees or relieve them from duty for lack of work or other reasons and to recall employees.
- (n) Cease operations covered by this Agreement
- (o) Contract out work
- (p) Test (including drug or alcohol tests), evaluate and examine employees
- (q) Determine and utilize the means and methods of investigating and monitoring employee performance and conduct, including the use of video surveillance.
- (r) Determine the qualifications for any job and the standards of quantity and quality of performance.

The above rights of management are not all inclusive but indicate the type of matters or rights which belong to and are inherent to management. All of such rights are retained by the Employer to be exercised unilaterally, except those specifically abridged or modified by an express provision of this Agreement and any supplemental agreements that may hereafter be made. The

MS\_\_\_\_SPFPA

Employer's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.

#### ARTICLE 5

# **UNION REPRESENTATION**

# Section 1

Union staff representatives shall be permitted to have access to the site for the performance of official Union business, provided that there is no disruption of operations or interference with work. Requests for such access will be made in advance and will not be unreasonably denied. The Union will provide the Company with a list of staff representatives and their areas of jurisdiction.

# Section 2

Union officials, stewards and employees shall conduct union business during off duty hours except that, where necessary that the investigation of a grievance be conducted during working time by a steward who would otherwise be working, the steward will be granted a brief period of time to do so, provided he or she first obtains permission from his or her supervisor and such activity does not interfere with operations. Time spent on such brief investigations shall be unpaid and shall be limited to two (2) hours per pay period. The Company shall compensate stewards for time spent meeting at the Company's request with respect to an individual grievance or matter, which arises during the steward's regular working time.



# ARTICLE 6

#### **UNION STEWARDS**

#### Section 1

The Employer agrees to recognize one (1) chief steward and one (1) steward for each shift at the location, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. Stewards shall not interfere with the management of the business or direct the work of any employee. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business.

#### Section 2

The Employer recognizes the need for union orientation, representation and training. Therefore, both the local union chapter President, Vice President and Secretary will be provided up to forty (40) hours of unpaid time off per contract year to attend union sponsored training programs at no cost to the employer. Such training will be scheduled more than 30 days in advance and the Employer likewise notified with a 30 day notice of the training requirement.



# ARTICLE 7

# **NON DISCRIMINATION**

#### Section 1

The Company and the Union agree not to discriminate in any way against covered bargaining unit employees on account of race, religion, creed, color, national origin, age, disability, union membership or activity or any other characteristic or activity protected by law. Alleged violations of federal, state or local anti-discrimination statutes or causes of action, including but not limited to, Title VII of the Civil Rights Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the District of Columbia Human Rights Act, may be grieved under the grievance/arbitration provisions of this Agreement. In the event the employee files a grievance alleging a violation of this Article, the filing of the grievance shall constitute a waiver of the employee's right to file a charge of discrimination with the EEOC or DC Department of Human Rights or any lawsuit alleging a violation of the DC Human Rights Law or any other federal or state employment discrimination statute, provided that nothing herein shall preclude the employee from filing a charge with the National Labor Relations Board. In the event an employee elects to first file a discrimination lawsuit or charge of discrimination with the EEOC or the DC Office of Human rights, the Employer shall have the right to refuse to process any grievance containing similar claims.

#### Section 2

Job Openings:

All job openings shall be posted for at least seven (7) calendar days.

MS\_\_\_\_\_SPFPA\_\_\_\_

# Temporary Promotions, Transfers & Fill-Ins:

When an officer is promoted to a temporary or fill-in position, the promotion may become permanent after three (3) consecutive months, unless there is mutual consent to do otherwise. When transferred outside the Bargaining Unit, employees will keep all contractual benefits upon return.

#### ARTICLE 8

#### WAGES AND BENEFITS

#### Section 1

All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles, effective dates and wage rates as reflected in Appendix "A.

# Section 2

The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may close a Government Building where his employees are assigned. In the event that a closing occurs, employees will be excused and paid only for hours worked.

### Section 3

In the event any demonstration, rally, march or protest causes an employee to be delayed in

MS\_\_\_\_\_SPFPA\_\_\_

reporting to work no employee will be subject to discipline or reprimand, if such activity causes unreasonable and verifiable traffic delays. Each matter will be handled on a case by case basis.

#### ARTICLE 9

#### HOURS OF WORK, OVERTIME AND TEMPORARY ASSIGNMENTS

# Section 1

The normal weekly shift for full-time employees shall be at least 32 hours. The workweek shall commence at 0001 hours on Monday and conclude at 2359 hours of the following Sunday. The work day shall be defined as the twenty-four (24) hours period commencing with the start of the employee's shift and terminating twenty-four (24) hours thereafter. The pay period shall consist of two workweeks.

#### Section 2

Weekly shift schedules shall be posted two (2) weeks in advance. Changes in the regular work week or normal weekly shift for any employee shall be posted one week in advance. In the event of emergencies, exigent circumstances which were not reasonably foreseeable or the government directs the change; the Company may change the weekly shift or daily shift times by giving notice of such changes as early as practicable.

MS\_ SPFPA\_\_\_\_\_

The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced. Rate of pay will be the rate in effect at the location and classification worked.

# Section 4

Employees shall be required to sign in and out by calling the Valiant system.

# Section 5

The normal daily shift shall consist of an 8 hour or 12 hour day, including one-half (1/2) hour unpaid meal period. The Company reserves the right to determine the time of their lunch period based on operational requirements. If the Company directs an employee to work through their lunch period, they will be compensated at the appropriate rate of pay.

#### Section 6

Nothing in this Article or any provision of this Agreement is to be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

# Section 7

Employees may be required to work hours outside or in excess of their scheduled daily or weekly shift, due to operational requirements.



Overtime:

- a. Overtime when required will be offered on an equitable process as agreed to by the Company and the Union.
- b. Employees shall be paid one and one-half (1 ½) times their regular hourly rate for all hours worked over 40 worked hours in a work week.
- c. Except as specifically provided otherwise in this Agreement, only time actually worked shall be considered worked hours for the purposes of calculating overtime.
- d. Premium pay shall not be pyramided in that any hour for which a premium is paid under one provision of this Agreement shall not be considered a worked time for the purpose of calculating premium pay under any other provision.

#### Section 9

Employees shall be given two (2) paid fifteen-minute breaks during a normal 8 hour shift, one to be taken ordinarily during the first 4 hours and one to be taken ordinarily during the second 4 hours of the shift. Such breaks shall be considered worked time for the purposes of calculating worked hours under Section 6 b. above.

#### Section 10

Employees shall be given three (3) paid fifteen-minute breaks during a normal 12 hour shift, one to be taken ordinarily during the first 4 hours of the shift, one to be taken ordinarily during the second 4 hours of the shift and one to be taken ordinarily during the third 4 hours of the shift.

Such breaks shall be considered worked time for the purposes of calculating worked hours under Section 6 b. above.

MS\_\_\_\_SPFPA\_\_\_

The Company and Union agree to cooperate to promote productive utilization of manpower and equipment to best secure the Company and its customer for maximum productivity.

# **ARTICLE 10**

#### **HOLIDAYS**

#### Section 1

The following days shall be designated as paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Veterans Day
Columbus Day	Thanksgiving Day
Memorial Day	Christmas Day

# Section 2

Holiday pay shall be at the employee's straight time hourly wage rate. The amount of Holiday pay shall be pro-rated based on the amount of hours that the employee works during the pay period (including paid vacation, bereavement or jury duty) in which the Holiday falls as set forth below:

Holiday Pay Period	Holiday Pay Hours
64-80	8
61-70	7 ,
51 - 60	6

MS\_ SPFPA\_

41-50	5
31 -40	4
21-30	3
11 - 20	2
01 -10	1

In order to receive holiday pay, the following conditions must be satisfied:

The employee must work, his last scheduled day to work during the week of the holiday and his next scheduled day to work after the holiday to receive holiday pay. Part-time employees' holiday pay shall be prorated according to hours worked the week prior to the Holiday if they do not work on the holiday. In no circumstance will an employee be entitled to more than eight (8) hours of Holiday pay per Holiday. If the Federal Government declares a holiday other than the ones list above for the federal employees, the bargaining unit employees will receive holiday pay for that day, if OPM declares such holiday to be paid according to holiday pay guidelines as specified under the Service Contract Act. In addition, any holiday declared by President Proclamation, that specifically includes contractors and the services they provide, will be observed as instituted.

When payday falls on a Monday, which is a declared holiday, as set forth above, the Employer shall have all employees paid on the Friday before said holiday, no later than 1400 hours.

An employee who is required to work on a holiday shall receive Holiday Work Pay, calculated



as the base wage rate for actual hours worked and the actual Holiday Pay for that specific holiday.

# **ARTICLE 11**

# PERSONAL & SICK DAYS

# SICK/PERSONAL LEAVE BENEFITS

All full time/part time employees, upon completion of probationary period, shall accrue one (1) day per month up to a maximum of six paid sick/personal leave days per contract year.

- a. Sick Leave will be payable for full days of absence due to illness commencing on the first (1<sup>st</sup>) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.
- b. Proof of illness or disability the Employer may require proof of illness or disability after three consecutive days of absence/ and or a pattern of neglect.
- c. Up to 40 hours of Personal leave without pay will be granted to employees as long as the employee provides the employer a written notice fifteen (15) days in advance.
- d. Sick/Personal leave shall accrue anniversary date of the contract. Sick/Personal Leave does not rollover into subsequent years, but will be cashed out on the employee's anniversary year.

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e. Sick and Personal Leave allotted days will be reviewed annually for potential increase.

#### **ARTICLE 12**

# **VACATIONS**

#### Section 1

Each employee who has been continuously employed for one (1) year shall receive two (2) weeks' vacation.

# Section 2

Each employee who has been continuously employed for five (5) years shall receive three (3) weeks' vacation and after ten (10) years shall receive four (4) weeks' vacation.

# Section 3

Employees shall be eligible for regular vacations on their original anniversary date of hire at and/or on "the work site". Vacation pay shall be based on the average number of hours paid in the fifty-two (52) weeks.

#### Section 4

Employees are normally required to submit weekly vacation requests in writing to the shift supervisor at least thirty (30) calendar days prior to the requested vacation. All such requests must be approved by the Employer in advance. Requests will not be unreasonably denied. Accept in emergencies, vacations should only be used at written consist between employee and Employer. Employer cannot force vacation payout.

#### Section 5

MS\_\_\_\_SPFPA\_\_\_

# Bereavement Pay:

- a. <u>Funeral Leave</u>. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided more than three hundred miles from the employees residence, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight time rate of pay.
- b. <u>Immediate Family</u>. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, grandparents, and grandchildren.
- c. The Employer may require proof of the death for which an employee requests a paid leave.

# ARTICLE 13

# **CALL IN & REPORTING PAY**

# Section 1

Employees are required to report for work at their scheduled starting times. An employee shall make every effort to notify the on-duty supervisor at least four (4) hours prior to his/her scheduled starting time if he/she is unable to report to work.

MS\_\_\_\_SPFPA\_\_\_\_

An employee who has been called in to work unscheduled work, and has not been advised either orally or in writing not to report, shall receive a minimum of two (2) hours pay at his/her regular straight-time hourly rate. Oral notification will be recognized when a company supervisory official calls and leaves a message at the residence of the covered employee, or through voicemail system of the designated number of record for the covered employee.

# Section 3

In the event an employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances.

#### **ARTICLE 14**

#### **UNION SENIORITY**

#### Section 1

Seniority is calculated from the date of first employment with the Company in the bargaining unit or re-employment therein following a break in service as described in Section 5 below.

#### Section 2

When two or more employees begin work on the same date the Company shall assign priority in length of service by last name alphabetically.

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The Company shall post annually the seniority list of all bargaining unit employees. Such list shall contain each employee's length of service. The Company will supply a copy of the list to the Union. In the absence of a grievance challenging the list, the list shall be deemed conclusive for future purposes.

#### Section 4

Length of service will be broken with the loss of all seniority and the employee shall be deemed terminated from employment if the employee:

- a. resigns or quits for any reason;
- b. is discharged;
- c. is absent from work for three (3) consecutive working days without notifying his or her supervisor in which case he or she shall be considered a voluntary quit. In the event of extreme circumstances involving illness or injury to the employee which prevent the employee, his or her immediate family or representative from notifying the Company, this provision shall not apply if notice to the Company is given as soon as practicable;
- d. is laid off for a period of 52 weeks from the date of his or her last day of active employment or of his or her length of service whichever is less;
- e. unless granted leave for an additional period, is absent due to occupational or non-occupational illness or injury for a period of 26 weeks from the date of his last day of active employment or of his or her length of service, whichever is less;
  - f. fails to return as scheduled following a leave of absence or pursuant to a

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notice of recall. A recall notice shall be deemed sufficient if communicated directly to the employee or if mailed or otherwise delivered with accompanying proof thereof to the last address of the employee on the Company's records, with a copy to the Union. It is each employee's responsibility to insure that his or her address and telephone records are accurate;

g. engages in other employment while on a leave of absence, unless otherwise agreed to by the Company and Union in writing.

#### Section 5

Any bargaining unit member who accepts a permanent promotion to supervision shall have ninety (90) days in which to return to the bargaining unit with no loss of seniority, which shall have accrued during such period.

# Section 6

Seniority will continue to accrue during a layoff and approved absence; however, benefits do not unless required by government rule, regulation or law.

#### **ARTICLE 15**

#### **LAYOFFS**

#### Section 1

In the event of a layoff, probationary employees shall be laid off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on

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layoffs and shall have no recall rights.

Section 2

Non-probationary employees shall be the next to be laid off on the basis of site seniority, skill,

ability and qualifications to perform the available work. Where factors are equal, seniority shall

govern.

Section 3

When a vacancy arises, the Employer shall recall employees on the basis of site seniority, skill,

ability and qualifications to perform the available work. Where factors are equal, seniority shall

govern.

Section 4

An employee shall continue to retain recall rights for a twelve (12) month period commencing

from the date of the layoff.

Section 5

In the event of a reduction in force, the chief steward and other stewards shall be the last to be

laid off and the first to be recalled, unless the specific position recalled requires skills,

qualifications or certifications that are not held by the chief steward or other stewards.

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# ARTICLE 16

# NO STRIKE/NO LOCKOUT

# Section 1

During the term of this agreement, and in exchange for the Company's commitment set forth in Section 2. below, the Union and the employees agree that, as to any underlying cause or dispute of any nature (including, but not limited to sympathy actions and unfair labor practice protest), there shall be no concerted or self-help action of any kind, including, but not limited to, strikes, picketing, slowdowns, stoppages or curtailment of work of any kind, boycotts, hand billing or any form of protest as well as any act which interferes with, or which is intended to interfere with or apply pressure to, the Company or its business activity or operations. This obligation applies regardless of whether or not the dispute is subject to the grievance/arbitration provisions of this Agreement Neither the Union nor any employee shall participate in, instigate, encourage, authorize or condone any such activity or conduct. Any violation of this obligation by any employee shall be grounds for the discharge and such discharge shall not be held to violate the terms of this Agreement.

# Section 2

The Company agrees that it will not lock out the Union during the term of this Agreement.

#### ARTICLE 17

# **GRIEVANCE PROCEDURES**

# Section 1

For purposes of this Agreement, the word "grievance" shall mean any dispute between the

Page **25** of **46** 



Employer and the Union, or between the Employer and any employee as to the meaning, application or interpretation of the terms of this Agreement. Probationary employees shall not have any rights under the grievance procedure.

#### Section 2

In order to be processed, all grievances must be presented at the first step within ten (10) workdays after the Employer has knowledge of, or should have known, of the event-giving rise to the grievance.

In case of a discharge, the parties agree to proceed directly to the Step Two (2) meeting within seven (7) workdays after a written grievance is submitted to the Employer.

# Section 3

A grievance shall be processed pursuant to the following:

#### Step 1

The grievance shall be reduced to writing on prescribed forms, dated and signed by the aggrieved party and presented to the Supervisor within ten (10) working days of the event giving rise to the grievance.

The written grievance shall specify the contractual provisions allegedly violated and the relief requested. A meeting shall be arranged within seven (7) calendar days of the Employer's receipt of the written grievance. The meeting shall be attended by the grievant, the Union stewards, or Union representative, and the Supervisor, or a representative of the Employer. If the matter is not resolved at the Step 1 level meeting, it may be referred to Step 2.



# Step 2

A meeting shall take place within seven (7) calendar days after the Employer's response to the Step 1 meeting. The meeting shall be attended by the grievant, the Union shop steward or Union representative, and a representative of the initial Supervisor, or executive(s) designated by the Project Manager.

In the event the grievance is not satisfactorily settled within seven (7) workdays after the Step 2 meeting, and the dispute relates to the meaning and application of the express provisions of this Agreement, it may be submitted to an impartial arbitrator in accordance with the arbitration procedure.

#### Step 3

A meeting shall take place within five (5) calendar days after the Employer's response to the Step 2 meeting. The grievant, the Union shop steward or Union representative, and the Project Manager shall attend the meeting.

#### Step 4

Should the grievance remain unsettled after the Step 3 meeting and receipt of the Employer's answer, the Union may, by written request, refer the grievance to arbitration. The written request must be received by the employer within fifteen (15) work days after the Step 3 answer in order to be timely submitted to arbitration.

# Section 4

It is the intention of the parties that the time limitations and the requirements of the grievance

MS\_ SPFPA\_ procedure be rigidly followed. An untimely grievance shall not be considered by the arbitrator. Any dispute or grievance not processed or appealed by the Union within the time limits set forth in any Step shall be considered settled on the basis of the Employer's last preceding answer. In the event that the Employer fails to answer within the time limits set forth in any Step, the grievance shall be considered settled on the basis of the Union's last preceding offer.

#### ARTICLE 18

# **ARBITRATION PROCEDURES**

# Section 1

The parties hereto shall choose an arbitrator by mutual agreement within thirty (30) calendar days from the date of the Employer's receipt of the Union's written appeal to arbitration. If the parties are unable to agree, then the Union may file for arbitration with the Federal Mediation & Conciliation Service.

#### Section 2

The arbitration, when filed with the Federal Mediation & Conciliation Service (FMCS) shall be handled in accordance with their "Voluntary Rules of Labor Arbitration".

# Section 3

The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any Supplementary Agreement; not to rule on any matter, except while this

MS\_\_\_\_SPFPA\_\_

Agreement is in full force and effect. The arbitrator's decision shall be based exclusively on evidence presented at the arbitration hearing. The arbitrator's decision shall demonstrate that he has thoroughly considered the arguments in advance, by each party and cite the provisions of the Agreement, serving as the basis for the decision.

## Section 4

The arbitrator shall have no power to establish or change wage fates or wage scales.

# Section 5

The compensation of the arbitrator and his expenses, incidental to the arbitration shall be borne by the losing parties. Each party shall bear the expense of preparing its case and shall make arrangements for, and the expenses of, witnesses called by them.

#### Section 6

All awards of back wages shall be limited to the amount of wages the employee would otherwise have earned from his straight-time employment with the Employer.

# Section 7

Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance at a time.

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# ARTICLE 19

# DISCHARGE AND DISCIPLINE

# Section 1

During the term of this Agreement, no non-probationary, employee shall be disciplined, suspended or discharged without just cause, provided that, when the Company deems the employee's violation of any rule, policy or procedure, poor performance or other act, whether alone or in combination with other acts, violations or previous discipline, to warrant discharge, it shall have the right to impose discharge.

Section 2 The Company shall have the right to suspend an employee during any investigation or pending discharge. During suspension the Company, at the Union's request, will meet for the purpose of discussing the conduct being investigated and/or the bases for the suspension or discharge.

# Section 3

The Employer shall utilize a system of progressive discipline for all other infractions and/or offenses not covered in the Employer Handbook as follows.

First offense:

Verbal warning

Second offense:

Written warning and conference

Third offense:

Suspension not to exceed three to five (3 to 5) days

Fourth offense:

Last chance letter

Fifth offense:

Discharge if warranted

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The progressive disciplinary method shall be applicable only if the next offense occurs within twelve (12) months. If such offense occurs beyond the twelve (12) months period the first step of the disciplinary process will be applied.

<u>Section 4</u> When Employees are suspended or discharged, the Company will provide notice thereof to the steward at the time of such action or as soon as practicable thereafter.

#### Section 5.

The parties further agree that any of the following shall constitute just cause for discharge:

- a. Neglect or non-performance of duties
- b. Demonstrated incompetence in performance of duties
- c. Falsification or alteration of Company reports, documents or records, including, but not limited to, time records, employment applications, benefit claim forms, requests for leave or other time off, accident or safety reports, or work reports.
- d. Unauthorized possession of any firearm, or dangerous weapon, substance or device at the employees or any other Company work location including parking areas, on Company property or vehicles or while performing any duties off Company property.
- e. Reporting to work or performing work while impaired by lawful or unlawful, drugs, alcohol or any intoxicant. Selling, distributing, purchasing possessing or using unauthorized drugs, alcohol, intoxicants or any dangerous substance at the work location, including parking areas, or on Company property, or in Company vehicles or while at work at any location. Any other violation of the Company anti-drug or alcohol policy.

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- f. Insubordination, including, but not limited to: a refusal to obey or follow, or the reckless disregard of, Company policies or regulations, a work order, or a management or supervisory directive or instruction; conduct and/or statements directed toward a supervisor or management official which are profane, threatening, or verbally abusive; or conduct or statements directed at a supervisor or manager which demean or which exhibit lack of respect or disregard for supervisory or management authority.
- g. Any violation of the no strike clause of the collective bargaining agreement
- h. Any violation of the Company Anti-Harassment policy
- i. Gambling at the work location or on Company Property
- j. Entering time on behalf of another employee or allowing another employee to enter your time.
- k. Leaving the assigned post or facility during assigned working time, without supervisory or management approval.
- Failure to report any workplace accident or injury immediately upon its occurrence or as soon as the employee is capable of doing so.
- m. Theft or misappropriation of, or the unauthorized possession of, Company funds or property, or the funds or property of any employee or other person
- n. Falsification of the reason for any absence, whether in writing or not.
- o. Engaging in any act of fighting, violence or horseplay at the work location, including parking areas.
- p. Willful failure or refusal to follow, or reckless disregard of, any safety rule, procedure, instruction or requirement.



q. Any verbal or other act which threatens, coerces or intimidates any manager, supervisor, employee, or any person at the facility or which is intended to threaten, coerce or intimidate any such person.

r. A refusal to participate in or cooperate in, or knowingly providing false or misleading information during, any Company investigation.

s. Sleeping or otherwise avoiding work during any time that the employee is required to be working,

t. Revocation by the U.S. Government of or failure to maintain, any clearances, authority or credentials required for the position. Any act or conduct which results in a direction by the U.S. Government to remove an employee from the workplace or his/her position.

Section 6. Records of verbal or written warnings shall be removed from an Employee's file and not be relied upon as part of a cumulative basis for discipline in a future matter provided that the employee remains discipline free for a period of one (1) year from the date of the verbal or written warning.

#### **ARTICLE 20**

#### **EXAMINATIONS**

#### Section 1

When the Employer requires an employee to take a physical examination or evaluation, the Employer shall bear the cost of such examination as needed.

MS\_\_\_\_SPFPA

# Section 2

The Employer shall pay the cost of range fees and ammunition for the employees to qualify at the weapons qualification testing up to two attempts. This provision is limited to range training under direct supervision of the Employer. Any other training preferences by the covered employees will be at their personal expense.

# Section 3

The Employer will post training schedules. All employees who need training for their certifications must attend class in a timely manner. If an officer does not attend class during the required time, he or she must get the training on their own and at their expense. Otherwise, the Employer will provide on-site and off-site training and pay at minimum wages and in accordance with its practices and procedures for so doing. All training and related activities will be paid for only if specifically directed or ordered by the Employer, and time spent on such training activities is not considered hours worked for the purpose of overtime calculations.

# Section 4

The Employer shall be responsible for the training of all new and current employees and follow the guidelines as set forth by FPS and the Employer Handbook.

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# **ARTICLE 21**

#### **UNIFORMS**

# Section 1

Uniforms will be issued at a designated location at the discretion of the employer. The employer will have final authority on sizing, tailoring and proper wear of uniforms.

#### Section 2

All uniforms and Employer equipment must be returned to the Employer upon termination of employment. Failure to comply with this requirement will result in the cost of said uniforms and/or equipment being deducted from any monies due to the employee.

#### ARTICLE 22

# **LEAVE OF ABSENCE**

#### Section 1

Non-probationary employees shall be eligible for the following unpaid leaves in accordance with the procedures set forth below. All leave requests shall be in writing and signed by the Employer and employee(s) receiving same.

Military Leave - An Employee of the Company who is activated, involuntarily recalled or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time

MS\_ SPFPA\_ of such leave.

<u>Medical Leave</u> - The Employer will follow the FMLA Standards when meeting the medical leave criteria and employee options.

Emergency & Personal Leave - An unpaid leave of absence, not to exceed thirty (30) days, may be granted under emergency situations.

Leave without Pay - Leave without pay may be granted upon advanced fifteen day written notice.

#### Section 2

Employees returning from an unpaid leave of absence who have not scheduled a specific date on which they are to return, must notify the supervisor in writing at least seven (7) days before said employee's intended date of return to work.

#### Section 3

Vacations leave is not a leave of absence. Employer may not use any leave in place of leave of absence without written consent from both parties.

#### ARTICLE 23

# **BULLETIN BOARD**

# Section 1

The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as:

a. Notices of Union recreational and social affairs;

MS\_ SPFPA\_3 b. Notices of Union elections:

c. Notices of Union appointments and results of Union elections;

d. Notices of Union meeting;

e. Union updates of negotiations;

f. Board for available overtime

Section 2

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There shall be no other distribution, by employees or the Union, of notices, pamphlets,

advertising or political matters in work areas.

Section 3

The Employer has no say in the use of bulletin board for acceptable Union material. However,

the bargaining site is a Federal Government site, therefore any material or publication deemed

unacceptable or inappropriate by the Government will be removed immediately upon

notification.

**ARTICLE 24** 

JURY DUTY

Each employee covered by this Agreement may be paid his/her current hourly rate, and shall

abide by the rules of the court that has jurisdiction over their serving on jury duty for no more

than 40 hours. If said leave is authorized for payment under the Federal Government contracting

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procurement of the bargaining unit site.

# **ARTICLE 25**

# **CLASSIFICATIONS**

# Section 1

Full-time employees are those employees who regularly work an average of thirty two (32) hours or more a week.

# Section 2

Part-time employees are those employees who regularly work less than an average of thirty two (32) hours a week. Part-time employees shall receive holiday pay, and all other benefits on a prorated basis to the hours they were regularly scheduled to work within the pay period.

#### **ARTICLE 26**

# **GENERAL PROVISIONS**

# Section 1

<u>Notices</u> - The Employer and the Union shall keep each other advised, in writing, of the names of authorized management and union representatives.

# Section 2

Employee address and telephone numbers - Each employee is at all times responsible for having

MS\_SPFPA\_

a correct address and valid telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the employee's last address of record.

#### Section 3

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Gender - Pronouns of either gender used in this Agreement are equally applicable to the masculine and the feminine gender.

# Section 4

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

# Section 5

<u>Supervisors</u> - Supervisors may perform bargaining unit work for purposes of instruction, training, employee's relief or emergencies, to include absences by bargaining unit employees.

# Section 6

<u>Lists</u> - Representatives of the Union shall be authorized to obtain information on the names and addresses of all "newly hired" and/or terminated employees of the bargaining unit, at least on a monthly basis from the Company upon written request. Said Union representatives shall also be authorized to obtain an "updated seniority listing", at least on a quarterly basis, upon written request. All such lists shall include the employee's name, address and most recent date of hire. The list will be the employee payment payroll sheet.



# Section 7

# Labor Management Meetings:

A labor-management meeting shall be scheduled once a quarter between the Employer and the Union leadership to discuss issues and operational concerns that may frequently hinder the quality of services. These issues shall be non-arbitral.

#### Section 8

- a. The Employer shall schedule the hours of work of Regular Full-Time employees at least two (2) weeks in advance except in circumstances beyond the Employer's control. Where the agency contract requirements permit, the Employer shall schedule Regular Full-Time employees for at least (8) hour shifts whenever possible.
- b. From the effective date of this Agreement through its duration, covered employees working shall receive a fifteen minute paid break every four hours in accordance with the current GSA schedule. Employees working a minimum eight-hour shift shall receive a thirty-minute unpaid lunch break.

<u>Breaks</u> - Employer shall make every reasonable effort to give each employee a personal break when requested.

Emergency 10-7 - Meaning bathroom usage as needed.

# Section 9

#### Personnel Files:

The Employer shall make every reasonable effort to give each employee an opportunity to

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review their personnel files. The union representative in regards to their official duties and requirements under this agreement shall have an opportunity, to review employee personnel files, upon written request.

# Section 10

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# Separate checks and Payroll errors:

All other payments beside the regular bi-weekly payroll schedule shall be made on a separate check.

Payment adjustments for payroll discrepancies of over \$200.00 shall be made within 48 hours by Company Check, if the Employer is notified immediately.

# Section 11

#### Filling in:

An officer who is called in to fill in for any lower classification shall maintain their current rate of pay.

# **ARTICLE 27**

# **SAVINGS CLAUSE**

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force

MS\_SPFPA\_

and effect.

#### **ARTICLE 28**

# **SUCCESSORS & ASSIGNS**

The parties agree that this Agreement shall apply to and bind all successors and assigns of the Employer. Continued compliance with this collective bargaining agreement shall be a term and conditions of any sale, transfer of assets or assignment of assets by the Employer, and of any succession by another contractor to the Employer's contract with the Government, all in accordance with the Service Contract Act of 1965 as amended. This succession provision shall only last until the current base contract period concludes, at which time any identified successor shall have the right to bilaterally negotiate a new collective bargaining agreement.

# **ARTICLE 29**

#### **INTEGRATION**

This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, and finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Company and the Union.



# **ARTICLE 30**

# **TERMS OF AGREEMENT**

This Agreement shall remain in full force and effect from November 19, 2010 through September 29, 2013. It shall automatically renew itself from year to year thereafter provided, however, that either party may give written notice to the other not less than ninety (90) days prior to the expiration date or a subsequent anniversary date, of a desire to make changes therein or to terminate the Agreement. The parties by mutual consent can modify or change this agreement. All Non-economic terms of this agreement shall be implemented upon the effective date of this agreement

IN WITNESS WHEREOF, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal

FOR THE UNION:	FOR THE EMPLOYER:	
INTERNATIONAL UNION, SECURITY, POLICE, FIRE PROFESSIONALS OF AMERICA (SPFPA)	MASTER SECURITY	
Rick O Quinn Vice President, Region 2	Kristine Nichols Vice President	
11-19-10 Date	Date	_

MS\_ SPFPA\_

#### APPENDIX A

# 1. WAGE SCHEDULE

The following shall be the straight time hourly rate of pay for the period designated:

TITLE	Current	Effective 10/01/11	Effective 10/01/12*
Armed Security Officer (ASO)	\$22.00	\$23.10	TBD*

<sup>\*</sup>The parties agree to open negotiations for wages in the out year at least 60 days in advance of the Company's option year with the Government between June and August.

# 2. HEALTH AND WELFARE (H&W)

The Company shall participate in the SPFPA Health Trust Plan. The negotiated H&W stipend will be sent to the Union Trust fund within 15 calendar days from the month prior, and will be used for the health plans offered to the members.

The following H&W contribution represents the Company's contribution per regular hours worked up to forty (40) hours per week, for the period designated:

Effective Dates	Current	Effective 10/01/11*	Effective 10/01/12*
Rate	\$3.50	TBD*	TBD*

<sup>\*</sup>The parties agree to open negotiations for Health & Welfare contributions in the out year at least 60 days in advance of the Company's option year with the Government between June and August.

Effective October 1, 2010 through December 5, 2010, the Company shall pay in cash to the employees an amount equal to three dollars and fifty cents (\$3.50) per hour for all straight time hours worked at the Contract Site, not to exceed forty (40) hours in any workweek. This will be paid on the Dec 13<sup>th</sup>, 2010 paycheck.

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Effective December 6, 2010, the Company shall contribute to the Fund an amount equal to two dollars and (\$2.00) per hour for all straight time hours worked at the Contract Site, not to exceed forty (40) hours in any workweek. The Company shall also pay in cash to the employees an amount equal to one dollar and fifty cents (\$1.50) per hour for all straight time hours worked at the Contract Site, not to exceed forty (40) hours in any workweek.

## 3. UNIFORMS

The Company shall provide at no cost to all new employees, uniforms and other equipment as required under the Company's guard service contract. Employees shall maintain uniforms and equipment issued to them, and maintains their personal appearance in accordance with Company and government policy.

The Employer shall pay a Uniform's Allowance of thirty-seven-cents (\$0.37) per hour for each regular hour worked.

Upon termination of employment, Company issued clothing and equipment shall be returned to the Company immediately. The Union agrees that all employees, as a condition of employment or continued employment, shall provide written authorization allowing the Company to deduct from the employee's final paycheck, the cost of all unreturned issued clothing and equipment. The deduction for such missing items not returned shall be the cost to the Company.

### 4. UNION PENSION/401 (K) PLAN

For each eligible employee, the Company will contribute eighty cents (\$0.80) for all regular hours worked to a maximum of forty (40) hours per work week to the Unions pension/401(k) plan.

Effective Dates	Current	Effective 10/01/11*	Effective 10/01/12*	
Rate	\$0.80	TBD*	TBD*	

<sup>\*</sup>The parties agree to open negotiations for retirement contributions in the out years at least 60 days in advance of the Company's option year with the Government between June and August.

MS\_ SPFPA Effective October 1, 2010, for each eligible employee, the Company will contribute eighty cents (\$0.80) for all regular hours worked to a maximum of forty (40) hours per work week to the Unions pension/401(k) plan.

Such benefit shall be directed by the Company, on behalf of the employee, to the SPFPA 401(k) Trust Fund. Retirement benefits are paid on all hours worked on post. No contributions will paid on overtime, training or holidays hours. The Company shall forward all employee contributions to the Plan providers designated by the union.

No provision of the SPFPA 401(k) Trust Fund and no resolutions or other actions taken by the Board of Trustees shall result in an increase in the Company's contribution rate.



# **AGREEMENT**

# BY AND BETWEEN

# AMPRO INTERNATIONAL, LLC.

# **AND**

# THE INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA) LOCAL 282

EFFECTIVE 1 /1/ 2010 to /12 /31/ 2010

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THIS AGREEMENT is made on this 16th day of December, 2009, by and between AmPro International, LLC., covering its uniformed guards for the U.S. Federal Trade Commission at 600 Pennsylvania Avenue, 601 New Jersey Ave, The Federal Election Commission at 999 E. St, NW Washington D.C, under the DHS (FPS) contract HSCEEC-09-D-00005, and its successors, hereinafter referred to as the "Employer", or the "Company", and the bargaining agent certified by the National Labor Relations Board, the International Union, Security, Police and Fire Professionals of America (SPFPA) hereinafter referred to as the "Union".

#### **ARTICLE I - RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all full-time and part-time security officers, employed by the Employer, but excluding all other employees, including office clericals, lieutenants, captains and any other supervisors as defined in the National Labor Relations Act. The above location is hereinafter referred to as "site".

#### **ARTICLE II - PROBATIONARY PERIOD**

Any "newly hired" employee shall be deemed to be on probation for a period of ninety (90) calendar days on the site. After he/she worked such period, the employee shall gain seniority status and his/her seniority date shall revert to the first day the employee earned wages from the Employer for employment at his/her site. During the probationary period, the employee may be discharged without recourse to the grievance and arbitration procedures.

The Company shall notify the Union within thirty (30) days of all new employees hired and of all employees terminated, setting forth their address, SSN, job classification and department.

# **ARTICLE III - UNION SECURITY AND MEMBERSHIP**

#### **Union Security**

All officers, assigned to the employment sites herein referenced, hereafter employed by The Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31<sup>st</sup>) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S. 734 (1963) and Beck v. Communications Workers of America, 487 U.S. 735 (1988).

In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that employee.

Anything herein to the contrary notwithstanding, an employee shall not be required to pay money to the Union, or to become a member of, or continue, membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

#### **Dues Check-Off**

The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Appendix C. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted, along with a summary sheet, including the names, addresses, social security number and local union number of officers and the amount of dues deducted from each shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first

regular payday of the month.

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of The Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

#### ARTICLE IV - MANAGEMENTS RIGHTS

#### Section 1.

Management of the business and direction of the security force are exclusively the right of management.

These rights include the right to:

- 1. Hire:
- 2. Assign work;
- 3. Promote, demote;
- 4. Discharge, discipline, or suspend for just cause;
- 5. Require employees to observe reasonable Employer rules and regulations
- Determine the qualifications of an employee to perform work by project manager
- 7. Issue schedules to employees according to seniority and/or qualifications
- 8. Offer overtime work of employees where coverage so requires

#### Section 2.

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental written Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

# **ARTICLE V - UNION REPRESENTATION**

#### Section 1.

The Union's representative and/or their designees shall not be denied access to the Employer's work site for the purpose of considering matters covered by this Agreement. The Union's business representative shall not engage in any activities, which interfere with the work of any employee covered by this Agreement. If Employer cannot provide unit employee with a designated steward more familiar with their situation, in the absence or unavailability of the designated steward, any other Union-designated steward may represent unit employees.

#### Section 2.

There shall be no Union business of any nature on behalf of the Union during an employee's working time except in accordance with the grievance and arbitration procedure or otherwise permitted by law.

#### **ARTICLE VI – UNION STEWARDS**

The Employer agrees to recognize one (1) chief steward and one (1) steward for each shift at the location, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. When initiated by the Employer, the company shall compensate stewards for time spent investigating or conferring with respect to an individual grievance, which arises during the steward's regular working time.

Stewards shall not interfere with the management of the business or direct the work of any employee. Stewards will be limited, in the aggregate, to two (2) hours per pay period of administrative leave (to be paid by the Union) to conduct their on-site duties; said time to be coordinated with the Project Manager or his/her designated representative.

However, the Employer recognizes the need for union orientation, representation and training. Therefore, both the local union chapter President, Vice President and Secretary will be provided up to forty (40) hours of official time per contract year to attend union sponsored training programs at no cost to the employer. Such training will be scheduled more than 30 days in

advance and the Employer likewise notified with a 30 day notice of the training requirement.

#### **ARTICLE VII - FAIR EMPLOYMENT PRACTICES**

Neither the Employer, nor the Union, shall discriminate against any employee on the basis of race, color, creed, sex, age, religion, nationality, union activity, veteran's status or non-job related handicap.

#### Section 1.

#### Job Openings:

All job openings shall be posted for at least seven (7) calendar days.

#### Section 2.

#### Temporary Promotions, Transfers & Fill-Ins:

When an officer is promoted to a temporary or fill-in position, the promotion may become permanent after three (3) consecutive months, unless there is mutual consent to do otherwise. When transferred outside the Bargaining Unit, employees will keep all contractual benefits upon return.

#### **ARTICLE VIII - WAGES AND BENEFITS**

#### Section 1.

All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles, effective dates and wage rates as reflected in Appendix "A.

#### Section 2.

The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may close a Government Building where his employees are assigned. In the event that a closing occurs, employees will be excused and paid up to three days pay, per contract year if the employer is paid during the closings.

#### Section 3.

In the event any demonstration, rally, march or protest causes an employee to be delayed in

reporting to work no employee will be subject to discipline or reprimand, if such activity causes unreasonable and verifiable traffic delays. Each matter will be handled on a case by case basis.

# ARTICLE IX – HOURS OF WORK, OVERTIME AND TEMPORARY ASSIGNMENTS

#### Section 1.

The regular workweek shall consist of forty (40) hours. The workweek shall commence at 0001 hours on Sunday and conclude at 2359 hours of the following Saturday. The work day shall be defined as the twenty-four (24) hours period commencing with the start of the employee's shift and terminating twenty-four (24) hours thereafter. The pay period shall consist of two workweeks.

#### Section 2.

All work performed in excess of forty (40) hours in the workweek shall be compensated at time and one-half the employee's straight-time rate of pay. There shall be no pyramiding of overtime pay. Hours worked on a holiday shall be included within hours worked in order to calculate overtime pay entitlement.

# Section 3.

The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced. Rate of pay will be the rate in effect at the location and classification worked.

#### Section 4.

The Employer agrees that time required for re-certification is a work related activity and will be considered as time worked. This section will be guided by government rules, regulations and government awarded contract to employer.

# Section 5.

No employee's schedule shall be modified without a prior notice unless in case of an emergency, or the client requests such change.

# **ARTICLE X - HOLIDAYS**

#### Section 1.

The following days shall be designated as paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Veterans Day
Columbus Day	Thanksgiving Day
Memorial Day	Christmas Day

# Section 2

a. The ten (10) holidays shall be paid for regardless of the day of the week on which they fall. Part-time employees will receive prorated holidays based on average hours worked in the preceding four weeks.

# **Prorated Hours for Part-Time Employees**

Holiday Pay Period	Holiday Pay Hours
64 - 80	8
61 – 70	7
51 – 60	6
41 – 50	5
31 – 40	4
21 – 30	3
11 – 20	2
01 – 10	1

# Section 3

In order to receive holiday pay, the following conditions must be satisfied:

The employee must work, his last scheduled day to work during the week of the holiday and his next scheduled day to work after the holiday to receive holiday pay. Part-time employees' holiday pay shall be prorated according to hours worked the week prior to the Holiday if they do not work on the holiday. If they work on the holiday, the will receive eight (8) hours of pay for the holiday. In no circumstance will an employee be entitled to more than eight (8) hours of Holiday per Holiday. If the Federal Government declares a holiday other than the ones list above for the federal employees, the bargaining unit employees will receive holiday pay for that day, if approved by the site contracting agency.

- b. When payday falls on a Monday, which is a declared holiday, as set forth above, the Employer shall have all employees paid on the Friday before said holiday, no later than 1400 hours. When payday falls on a Friday which is a declared holiday, the Employer shall have all employees paid on the Thursday before said holiday, no later than 1400 hours.
- c. An employee who is required to work on a holiday shall receive Holiday Work Pay, calculated as the base wage rate for actual hours worked and the actual Holiday Pay for that specific holiday.

#### **ARTICLE XI - PERSONAL & SICK DAYS**

# **SICK/PERSONAL LEAVE BENEFITS**

All regular employees with One (1) year of continuous service shall be eligible for paid sick/personal leave benefits of four days (4) for each twelve (12) months of continuous service, subject to the following conditions:

- (a) Sick Leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.
- (b) Proof of illness or disability the Employer may require proof of illness or disability

after three consecutive days of absence.

- (c) Up to 40 hours of Personal leave without pay will be granted to employees as long as the employee provides the employer a written notice fifteen (15) days in advance.
- (d) Sick/Personal leave shall accrue from year to year. The year will be calculated to correspond with the employees' anniversary date of hire. Sick/Personal Leave does not rollover into subsequent years, but will be cashed out on the employee's anniversary year.
- (e) Sick and Personal Leave allotted days will be reviewed annually for potential increase.

#### **ARTICLE XII – VACATIONS**

#### Section 1.

Each employee who has been continuously employed for one (1) year shall receive two (2) weeks' vacation.

#### Section 2.

Each employee who has been continuously employed for five (5) years shall receive three (3) weeks' vacation and after ten (10) years shall receive four (4) weeks' vacation.

#### Section 3.

Employees shall be eligible for regular vacations on their original anniversary date of hire at and/or on "the work site". Vacation pay shall be based on the average number of hours paid in the fifty-two (52) weeks.

# Section 4.

Employees are normally required to submit weekly vacation requests in writing to the shift supervisor at least thirty (30) calendar days prior to the requested vacation. All such requests

must be approved by the Employer in advance. Requests will not be unreasonably denied.

Accept in emergencies, vacations should only be used at written consist between employee and Employer. Employer cannot force vacation payout.

### Section 5.

#### Bereavement Pay:

- a. <u>Funeral Leave</u>. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided more than one hundred miles from the employees residence, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight time rate of pay.
- b. <u>Immediate Family</u>. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.
- c. The Employer may require proof of the death for which an employee requests a paid leave.

#### **ARTICLE XIII - CALL IN & REPORTING PAY**

#### Section 1.

Employees are required to report for work at their scheduled starting times. An employee shall make every effort to notify the on-duty supervisor at least four (4) hours prior to his/her scheduled starting time if he/she is unable to report to work.

#### Section 2.

An employee who has been called in to work unscheduled work, and has not been advised either orally or in writing not to report, shall receive a minimum of two (2) hours pay at his/her regular straight-time hourly rate. Oral notification will be recognized when a company supervisory official calls and leaves a message at the residence of the covered employee, or through voicemail system of the designated number of record for the covered employee.

# Section 3.

In the event an employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances.

# **ARTICLE XIV - UNION SENIORITY**

#### Section 1.

Seniority for benefits shall be defined as the length of time an employee has continuously been employed "on contract" in the collective bargaining unit. Seniority for overtime and layoffs shall be based on the length of time an employee has been continuously employed in a job classification "on site". The Employer shall maintain one seniority list for all operations covered by this Agreement. Seniority shall be on a site wide basis.

Seniority for employees hired on the same date shall be determined alphabetically.

An employee's site seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of hire.

Voluntary or temporary promotions to supervision will be for duration of no more than ninety (90) days. During such promotion, bargaining unit members will continue to accrue all types of seniority in all lower job classifications.

Any bargaining unit member who accepts a permanent promotion to supervision shall have ninety (90) days in which to return to the bargaining unit with no loss of seniority.

Any employee removed from a permanent supervisory position through no fault of his/her own shall be eligible to fill a regular bargaining unit position, if said vacancy exists, and prior to newly hired employees.

#### Section 2.

Seniority shall terminate if:

An employee is terminated for just cause.

An employee voluntarily guits or resigns his/her employment.

An employee is laid off and fails to return to work on the date specified by the

Employer except for reasonably acceptable circumstances.

An employee is absent for two (2) consecutive work days without notifying or advising the Employer, unless the employee shows just cause for said failure to notify the Employer.

#### Section 3.

Seniority will continue to accrue during a layoff and approved absence; however, benefits do not unless required by government rule, regulation or law.

#### **ARTICLE XV LAYOFFS**

#### Section 1.

In the event of a layoff, probationary employees shall be laid off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on layoffs and shall have no recall rights.

#### Section 2.

Non-probationary employees shall be the next to be laid off on the basis of site seniority, skill, ability and qualifications to perform the available work. Where factors are equal, seniority shall govern.

#### Section 3.

When a vacancy arises, the Employer shall recall employees on the basis of site seniority, skill, ability and qualifications to perform the available work. Where factors are equal, seniority shall govern.

#### Section 4.

An employee shall continue to retain recall rights for a twelve (12) month period commencing from the date of the layoff.

#### Section 5.

In the event of a reduction in force, the chief steward and other stewards shall be the last to be laid off and the first to be recalled, unless the specific position recalled requires skills, qualifications or certifications that are not held by the chief steward or other stewards., then the unit member with the highest seniority possessing the needed qualifications will be the governing

factor.

Section 6.

The Employer shall make every effort to give any non-probationary employee, who is laid off at

least fifteen (15) working days' notice of the layoff.

**ARTICLE XVI – GRIEVANCE PROCEDURES** 

Section 1.

For purposes of this Agreement, the word "grievance" shall mean any dispute between the

Employer and the Union, or between the Employer and any employee as to the meaning,

application or interpretation of the terms of this Agreement. Probationary employees shall not

have any rights under the grievance procedure.

Section 2.

In order to be processed, all grievances must be presented at the first step within ten (10)

workdays after the Employer has knowledge of, or should have known, of the event-giving rise to

the grievance.

In case of a discharge, the parties agree to proceed directly to the Step Two (2) meeting within

seven (7) workdays after a written grievance is submitted to the Employer.

Section 3.

Discipline & Discharge:

The Employer will utilize the progressive discipline Action (3.10) section of the Employer

Handbook for primary discipline action. The Employer shall initiate the disciplinary process within

72 hours from the date of offense. An Exception to this rule will apply wherein an investigation is required or when the deciding supervisor or manager is not available. Therefore in these cases

the disciplinary process will be initiated within 72 hours of the available authority to initiate such

action or the conclusion of the investigation to confirm the necessity to carry out the disciplinary

action. The Employer shall utilize a system of progressive discipline for all other infractions and/or

offenses not covered in the Employer Handbook as follows.

First offense:

Verbal warning

Second offense:

Written warning and conference

Third offense:

Suspension not to exceed three to five (3 to 5) days

Fourth offense:

Last chance letter

Fifth offense

Discharge if warranted

The progressive disciplinary method shall be applicable only if the next offense occurs within twelve (12) months. If such offense occurs beyond the twelve (12) months period the first step of the disciplinary process will be applied.

# Section 4.

A grievance shall be processed pursuant to the following:

#### Step 1

The grievance shall be reduced to writing on prescribed forms, dated and signed by the aggrieved party and presented to the Supervisor within ten (10) working days of the event giving rise to the grievance.

The written grievance shall specify the contractual provisions allegedly violated and the relief requested. A meeting shall be arranged within seven (7) calendar days of the Employer's receipt of the written grievance. The meeting shall be attended by the grievant, the Union stewards, or Union representative, and the Supervisor, or a representative of the Employer. If the matter is not resolved at the Step 1 level meeting, it may be referred to Step 2.

#### Step 2

A meeting shall take place within seven (7) calendar days after the Employer's response to the Step 1 meeting. The meeting shall be attended by the grievant, the Union shop steward or Union representative, and a representative of the initial Supervisor, or executive(s) designated by the Project Manager.

In the event the grievance is not satisfactorily settled within seven (7) workdays after the Step 2 meeting, and the dispute relates to the meaning and application of the express provisions of this Agreement, it may be submitted to an impartial arbitrator in accordance with the arbitration procedure.

#### Step 3

A meeting shall take place within five (5) calendar days after the Employer's response to

the Step 2 meeting. The grievant, the Union shop steward or Union representative, and the Project Manager shall attend the meeting.

#### Step 4

Should the grievance remain unsettled after the Step 3 meeting and receipt of the Employer's answer, the Union may, by written request, refer the grievance to arbitration. The written request must be received by the employer within fifteen (15) work days after the Step 3 answer in order to be timely submitted to arbitration.

#### Section 5.

It is the intention of the parties that the time limitations and the requirements of the grievance procedure be rigidly followed. An untimely grievance shall not be considered by the arbitrator. Any dispute or grievance not processed or appealed by the Union within the time limits set forth in any Step shall be considered settled on the basis of the Employer's last preceding answer.

In the event that the Employer fails to answer within the time limits set forth in any Step, the grievance shall be considered settled on the basis of the Union's last preceding offer.

#### ARTICLE XVII - ARBITRATION PROCEDURES

### Section 1.

The parties hereto shall choose an arbitrator by mutual agreement within thirty (30) calendar days from the date of the Employer's receipt of the Union's written appeal to arbitration. If the parties are unable to agree, then the Union may file for arbitration with the Federal Mediation & Conciliation Service.

#### Section 2.

The arbitration, when filed with the Federal Mediation & Conciliation Service (FMCS) shall be handled in accordance with their "Voluntary Rules of Labor Arbitration".

#### Section 3.

The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any Supplementary Agreement; not to rule on any matter, except while this Agreement is in full force and effect. The arbitrator's decision shall be based exclusively on evidence presented at the arbitration hearing. The arbitrator's decision shall demonstrate that he has thoroughly considered the arguments in advance, by each party and cite the provisions of the

Agreement, serving as the basis for the decision.

## Section 4.

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The arbitrator shall have no power to establish or change wage rates or wage scales.

## Section 5.

The compensation of the arbitrator and his expenses, incidental to the arbitration shall be borne by the losing parties. Each party shall bear the expense of preparing its case and shall make arrangements for, and the expenses of, witnesses called by them.

## Section 6.

All awards of back wages shall be limited to the amount of wages the employee would otherwise have earned from his straight-time employment with the Employer.

#### Section 7.

Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance at a time.

#### **ARTICLE XVIII - EXAMINATIONS**

#### Section 1.

When the Employer requires an employee to take a physical examination or evaluation, the Employer shall bear the cost of such examination as needed.

#### Section 2.

The Employer shall pay the cost of range fees and ammunition for the employees to qualify at the weapons qualification testing. This provision is limited to range training under direct supervision of the Employer. Any other training preferences by the covered employees will be at their personal expense.

#### Section 3.

The Employer shall pay the cost of Federal or State mandate training and shall compensate employees at the prescribed base wage rate agreed to in this agreement. To be compensated and have the cost of the aforementioned training paid, all employees must train under direct supervision of the Employer's training staff.

#### Section 4.

The Employer shall be responsible for the training of all new and current employees and follow the guidelines as set forth by GSA and the Employer Handbook.

## Section 6.

The Employer shall be responsible for paying for all costs associated with qualifying. To have said cost paid, covered employees must qualify under direct supervision of The Employer's training staff.

## **ARTICLE XIX - UNIFORMS**

# Section 1.

Uniforms will be issued at a designated location at the discretion of the employer. The employer will have final authority on sizing, tailoring and proper wear of uniforms.

## Section 2.

All uniforms and Employer equipment must be returned to the Employer upon termination of employment. Failure to comply with this requirement will result in the cost of said uniforms and/or equipment being deducted from any monies due to the employee.

## ARTICLE XX - LEAVE OF ABSENCE

#### Section 1.

Non-probationary employees shall be eligible for the following unpaid leaves in accordance with the procedures set forth below. All leave requests shall be in writing and signed by the Employer and employee(s) receiving same.

Military Leave – An Employee of the Company who is activated, involuntarily recalled or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

<u>Medical Leave</u> – The Employer will follow the FMLA Standards when meeting the medical leave criteria and employee options.

Emergency & Personal Leave - An unpaid leave of absence, not to exceed thirty (30)

days, may be granted under emergency situations.

<u>Leave without Pay</u> - Leave without pay may be granted upon advanced fifteen day written notice.

# Section 2.

Employees returning from an unpaid leave of absence who have not scheduled a specific date on which they are to return, must notify the supervisor in writing at least seven (7) days before said employee's intended date of return to work.

## Section 3.

Vacations leave is not a leave of absence. Employer may not use any leave in place of leave of absence without written consent from both parties.

# **ARTICLE XXI - BULLETIN BOARD**

## Section 1.

The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections;
- c. Notices of Union appointments and results of Union elections;
- d. Notices of Union meeting;
- e. Union updates of negotiations.
- f. Board for available overtime

# Section 2.

There shall be no other distribution, by employees or the Union, of notices, pamphlets,

advertising or political matters in work areas.

#### Section 3.

The Employer has no say in the use of bulletin board for acceptable Union material. However, the bargaining site is a Federal Government site, therefore any material or publication deemed unacceptable or inappropriate by the Government will be removed immediately upon notification.

## ARTICLE XXII – JURY DUTY

Each employee covered by this Agreement may be paid his/her current hourly rate, and shall abide by the rules of the court that has jurisdiction over their serving on jury duty for no more than 40 hours. If said leave is authorized for payment under the Federal Government contracting procurement of the bargaining unit site.

## **ARTICLE XXIII - CLASSIFICATIONS**

#### Section 1.

Full-time employees are those employees who regularly work an average of thirty two (32) hours or more a week.

## Section 2.

Part-time employees are those employees who regularly work less than an average of thirty two (32) hours a week. Part-time employees shall receive holiday pay, and all other benefits on a prorated basis to the hours they were regularly scheduled to work within the previous eight (8), but vacation shall be paid as prescribed in the Area Wage Determination. For example, a full-time employee who works and average of thirty-two hours a week shall be entitled to two (2) weeks pay after one year of employment.

#### Section 3.

Employees covered by this Agreement shall not be required to deliver office supplies, furniture, or unrelated equipment that does not pertain to normal or occasionally assigned duties.

#### Section 4.

Employees covered by this Agreement shall not be required to perform janitorial services (other

than picking up after themselves), move/park or repair vehicles and run errands that are not job related.

## **ARTICLE XXIV - GENERAL PROVISIONS**

## Section 1.

<u>Notices</u> – The Employer and the Union shall keep each other advised, in writing, of the names of authorized management and union representatives.

#### Section 2.

Employee address and telephone numbers – Each employee is at all times responsible for having a correct address and valid telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the employee's last address of record.

#### Section 3.

<u>Gender</u> – Pronouns of either gender used in this Agreement are equally applicable to the masculine and the feminine gender.

# Section 4.

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

#### Section 5.

<u>Supervisors</u> – Supervisors may perform bargaining unit work for purposes of instruction, training, employee's relief or emergencies, to include absences by bargaining unit employees.

#### Section 6.

<u>Lists</u> – Representatives of the Union shall be authorized to obtain information on the names and addresses of all "newly hired" and/or terminated employees of the bargaining unit, at least on a monthly basis from the Company upon written request. Said Union representatives shall also be authorized to obtain an "updated seniority listing", at least on a quarterly basis, upon written request. All such lists shall include the employee's name, address and most recent date of hire. The list will be the employee payment payroll sheet.

## Section 7.

**Labor Management Meetings:** 

A labor-management meeting shall be scheduled once a quarter between the Employer and the Union leadership to discuss issues and operational concerns that may frequently hinder the quality of services. These issues shall be non-arbitral.

## Section 8.

- a) The Employer shall schedule the hours of work of Regular Full-Time employees at least two
- (2) weeks in advance except in circumstances beyond the Employer's control. Where the agency contract requirements permit, the Employer shall schedule Regular Full-Time employees for at least (8) hour shifts whenever possible.
- b) From the effective date of this Agreement through its duration, covered employees working shall receive a fifteen minute paid break every four hours in accordance with the current GSA schedule. Employees working a minimum eight-hour shift shall receive a thirty-minute unpaid lunch break.

<u>Breaks</u> – Employer shall make every reasonable effort to give each employee a personal break when requested.

Emergency 10-7 - Meaning bathroom usage as needed.

#### Section 9.

## Personnel Files:

The Employer shall make every reasonable effort to give each employee an opportunity to review their personnel files. The union representative in regards to their official duties and requirements under this agreement shall have an opportunity, to review employee personnel files, upon written request.

#### Section 10.

# Separate checks and Payroll errors:

All other payments beside the regular bi-weekly payroll schedule shall be made on a separate check.

Payment adjustments for payroll discrepancies of over \$100.00 shall be made within 48 hours by Company Check, if the Employer is notified immediately.

#### Section 11.

# Filling in:

An officer who is called in to fill in for any lower classification shall maintain their current rate of pay.

# **ARTICLE XXV - SAVINGS CLAUSE**

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

# **ARTICLE XXVI – SUCCESSORS & ASSIGNS**

The parties agree that this Agreement shall apply to and bind all successors and assigns of the Employer. Continued compliance with this collective bargaining agreement shall be a term and conditions of any sale, transfer of assets or assignment of assets by the Employer, and of any succession by another contractor to the Employer's contract with the Government, all in accordance with the Service Contract Act of 1965, as amended. This succession provision shall only last until the current base contract period concludes, at which time any identified successor shall have the right to bilaterally negotiate a new collective bargaining agreement.

# ARTICLE XXVII - TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from January 1, 2010 through December 31, 2010 subject to the following, and shall continue from year to year thereafter. The parties by mutual consent can modify or change this agreement. All non-economic terms of this agreement shall be implemented upon the effective date of this agreement.

IN WITNESS WHEREOF, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal

INTERNATIONAL UNION SPFPA			
Molley			
Duke Woolley			
International Representative			
V			
WITNESS			
1 7L			
Gan Murray			
<sup>'</sup> WJTNESS			
Joyce V. Canshell			
Forfall Camput			
Joyge Campbell			
1947			
<i>y</i>			
WITNESS			

AmPro International, LLC

Duane Everett, COO

WITNESS

#### **APPENDIX "A"**

## **WAGES SCHEDULE**

Effective 01 / 01 /, 2010 the Employer will pay wages and other employee benefits as set forth herein.

It is specifically agreed by the parties that effective 1 /1 / 2010 the hourly pay rate for members of this bargaining unit shall be \$ 22.00 per hour.

## Section A.

- (1) Effective **01/ 01 / 2010** the Employer, in a timely manner, will issue all uniforms and security equipment as set forth in the Employer's contract with The Department of Homeland Security/Federal Protective Service (DHS/FPS).
- (2) The Employer shall pay a Uniform's Allowance of \$ 0.37 per hour for each regular hour worked.

#### Section B. Pension Allowance:

The Employer shall contribute to the SPFPA 401K Plan:

- (1) Effective 01 /01/ 2010 the Employer will make a pension contribution of \$ 0.80 per hour for each regular hour worked.
- (2) The Employer shall forward all employee contributions directly to the Plan providers or pay out said contributions along with wages to the bargaining unit employees as designated by the Union.

#### Section C.

## Health & Welfare:

(1). Effective 01/01 / 2010 the company shall contribute to a Health & Welfare Plan designated by the Union, or pay out in cash to the employees the sum of \$3.35 per hour for all hours worked, not to exceed forty (40) hours in any one (1) week. Should the appropriate DOL Wage Determination increase these benefits, the employer will automatically implement the higher amount as called for in the new determination on the anniversary of the government contract. The employer shall forward all employee contributions directly to the Plan providers or employees as requested by the employee.

# **AGREEMENT**

# BETWEEN

# SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA)

AND

SECTEK, INC

For Guard Services at

Old Post Office, 1100 Pennsylvania Avenue NW, Washington, DC 950 L'Enfant Plaza SW, Washington, DC 401 14<sup>th</sup> Street SW, Washington, DC (Liberty Center) 2773 & 2777 Crystal Drive, Arlington, VA (Potomac Yard)

Effective: 01 January 2009

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## PREAMBLE

#### SECTION 1.

1

This Agreement is entered into by and between SecTek, Inc. (hereinafter referred to as the "Company" or "SecTek") and the covered employees of the Company (as defined in Article 1.2) located at Old Post Office, 950 L'Enfant Plaza, and Liberty Center, Washington, DC and Potomac Yard, Arlington, VA and SPFPA (or its lawful successor in interest) (hereinafter referred to as the "Union"). Unless otherwise stated herein, this Agreement is effective 01 January 2009 for all economic terms, and upon signing for non-economic terms.

## SECTION 2.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after exercise of that right and opportunity, are set forth in this Agreement.

#### **SECTION 3.**

It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.

#### SECTION 4.

The Union, the Company and all employees are bound by and hereby pledge their cooperation in observing all provisions of this Agreement consistent with applicable State and Federal Law. Both parties recognize the principle of a fair day's work for a fair day's pay.

#### **ARTICLE 1: RECOGNITION**

## 1.1 - Recognition of Union

The Company hereby recognizes the Union as the sole and exclusive bargaining representative of "employees" as defined in Article 1.2 of this Agreement.

#### 1.2 - Employees

Whenever used in this Agreement, the term "employees" shall mean all full-time and part-time security officers and shift supervisors employed by the Employer, and excluding temporary personnel as defined in Article 1.4 of this Agreement, all clerical employees, managerial personnel, project managers, and supervisors as defined by the National Labor Relations Act, and all other personnel. It is expressly agreed and understood between the parties that persons enrolled or participating in pre-assignment training programs offered by the Company shall not be considered employees under this Article 1.2.

# 1.3 - Probationary Employees

All employees newly hired, or rehired after termination of their seniority, shall be classified as probationary employees for a period of ninety (90) days from the date of hire or rehire.

## 1.4 - Temporary Personnel

"Temporary personnel" are persons hired by the Company for a period not to exceed seventy (70) days in a calendar year and, who, prior to the commencement of actual work, have executed a written statement acknowledging such duration of employment. A person initially hired under such conditions may not actually work in excess of seventy (70) days in a calendar year, except by mutual agreement of the Company and the Union. The Company, under its contract with the United States Government (hereafter "the Contract"), may provide, hire and use temporary personnel in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; provided it is not the intent of the Company to replace existing full-time vacancies/jobs with temporary employees. Temporary employees may also be in the form of employees assigned to another Contract but needed to help fill a temporary shortage to meet full staffing requirements.

# 1.5 - Part-time Personnel

The Company, under its Contract, may provide part-time positions in order to provide full staffing level coverage, increase security levels as needed and avoid overtime. The part-time employee may be scheduled to work more than a part-time schedule. Part-time employees shall be those employees who work less than thirty (30) hours in a work week. Part-time employees will be required to work no less than sixteen (16) hours a month.

# **ARTICLE 2: UNION SECURITY AND DUES CHECK OFF**

## 2.1 - Union Security

A employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, as a condition of continued employment, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

Employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S. 734 (1963) and Beck v. Communications Workers of America, 487 U.S. 735 (1988).

In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.

Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

## 2.2. - Dues Check-Off

The Employer agrees to deduct initiation fees and Union dues or service fees for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed check-off authorization card provided by the Union. Deductions shall be taken from each semi-monthly paycheck in equal amounts not to exceed the total monthly dues amount specified by the Union. Funds deducted, along with a summary sheet including the names, addresses, social security number, the amount of dues deducted from each, shall be remitted to the Secretary/Treasurer of the Union within fifteen (15) days after the first regular payday of the month. The Employer will also provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld.

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off Articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

# **ARTICLE 3: UNION RIGHTS**

#### 3.1 - Stewards

- A. <u>Recognition.</u> The Company recognizes the right of the Union to designate shop stewards. The Company agrees to recognize a maximum of two (2) Shop Stewards per shift. Within ten (10) calendar days of the execution of this Agreement, the Union shall furnish to the Company, in writing, the names of each of the Union's designated stewards. Changes to these assignments shall be provided by the Union to the Company, in writing, at least two (2) calendar days of such change becoming effective.
- B. Steward Authority. The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities: (1) representation of employees in disciplinary interviews consistent with Article 3.1 D of this Agreement and as permitted under the National Labor Relations Act; (2) the investigation and presentation of grievances in accordance with this Agreement; (3) the transmission of such information and messages to and from the Union, which shall originate with and are authorized by the Union's Officers, provided such messages have been reduced to writing; and (4) the right to bring a grievance to the Company's attention at the time of the occurrence in accordance with the terms of this Agreement.

Such duties shall be conducted during non-working time and may not interfere with the operations of the Company. Such activities may only be conducted during working time in exceptional cases where agreed upon in advance by the Company and the Union in writing. Stewards or other employees who conduct Union business on working time, in violation of this provision, shall be subject to discipline under Article 12 of this Agreement. It is expressly agreed and understood between the Parties that the Company may schedule disciplinary interviews consistent with Article 3.1 D of this Agreement during working time.

- C. <u>Compensation.</u> Stewards shall not be compensated by the Company for performing their duties as a shop steward.
- D. <u>Investigatory Interview.</u> Subject to, and in accordance with the National Labor Relations Act, any investigatory interview between an employee and a Company representative which is anticipated to result in discipline shall, at the request of the employee, be conducted in the presence of an authorized Union officer or shop steward unless such officer or shop steward is not reasonably available and exigent circumstances preclude postponement of the investigation
- <u>3.2 Union Posting.</u> The Union may request permission from the Government to use bulletin boards, or other methods of communication, to post notices relating to official Union business or otherwise communicate with employees at facilities where employees work. The decision of whether to allocate bulletin boards, allow posting of notices or permit such communications shall be at the sole discretion of the Government. All Union notices posted shall be signed by an officer of the Union or Shop Steward. Copies of Union notices shall be provided to the Company's Site/Project Manager twelve (12) hours in advance of posting.
- 3.3 Union Activities. Neither Union officials nor employees shall, during the working time of any employees participating, solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Company or this Agreement.
- 3.4 Government Cooperation. The Union acknowledges and agrees that the terms and conditions of this Agreement, and the employee's employment with the Company, are subject to certain priorities, rules, procedures and restrictions of SecTek's customer, the United States government. The Union agrees to cooperate with the Company in all matters required by the government and to comply with all such government priorities, rules, procedures and restrictions. The Union further agrees that any actions taken by the Company pursuant to a requirement imposed by any agency of the United States government shall not constitute a breach of this Agreement. Any action which any agency of the United States requires or directs the Company to take immediately, may be taken without prior notice to or discussion with the Union. However, whenever such action affects a term or condition of employment, the Company agrees to notify and discuss with the Union the effects of that action.

## **ARTICLE 4: MANAGEMENT RIGHTS**

## 4.1 - General.

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its judgment and discretion; to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and rehire employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services as permitted under Articles 1.4 and 1.6 (as allowed by the applicable government contract); to subcontract, contract out, close down, or relocate the Company's operations or any

part thereof in order to provide full staffing level coverage, increase security levels as needed and avoid overtime; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, procedures and practices not expressly addressed in this Agreement; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

# 4.2 - Failure to Exercise Rights.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. This statement of management rights, which remains unimpaired by this Agreement, is not intended to exclude others, which are not mentioned herein.

## 4.3 - Nature of Work.

It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the Government, its customers and the public. It is therefore essential and expected that all employees will act in a highly professional, courteous manner and will be held accountable for their duties, functions and job requirements. Except for those matters specifically addressed in the Agreement, the Company reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and reasonable regulations as the Company deems necessary. The Company will provide copies of such rules and regulations, and any changes thereto, to the Union.

#### **ARTICLE 5: NON-DISCRIMINATION**

The Company and the Union agree that they shall each comply with all federal, state, and local (where applicable) employment discrimination laws, which are incorporated herein in their entirety, and will not discriminate against any employee with regard to race, color, religion, age, sex, national origin, or disability in violation of such laws. Such laws shall include, but not be limited to, the Age Discrimination in Employment Act (29 U.S.C. § 621 et sea), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Rehabilitation Act (29 U.S.C. § 793 et sea.), the Civil Rights Act of 1866 and 1871 (42 U.S.C. § 1981 & 1983), Executive Order 11246, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Civil Rights Act of 1991 (Pub. L. 102-66), the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.), the Equal Pay Act (29 U.S.C. § 201 et seq.), and Disabled & Viet Nam Veterans Act (38 U.S.C. § 4212). Any claim that the foregoing provision has been breached, or that the Company has breached any federal, state, or local civil rights law, shall be resolved exclusively pursuant to binding arbitration as set forth in Article 13.13 after exhaustion of the parties' internal dispute resolution procedures (steps one through four as described in Articles 13.2 through 13.5).

# **ARTICLE 6: HOURS OF WORK**

#### 6.1 - Purpose of this Article.

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and fringe benefits, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week or per year. It is expressly agreed and understood by the Parties that such scheduling and personnel needs shall be the sole prerogative of the Company.

#### 6.2 – Workweek.

The normal workweek shall consist of forty (40) hours, and commence at 0001 Sunday and end one hundred sixty-eight (168) hours thereafter.

## 6.3 - Workday.

The normal workday shall consist of twenty-four (24) hours beginning at 0001 hours and the normal shift shall consist of eight (8) to twelve (12) consecutive hours. Changes in hours of work may be made whenever necessary for the purposes of legitimate scheduling requirements such as training or special events. Except in cases of a client emergency, a twenty-four (24) hour notice shall be given in advance of such changes. If the employee is off duty, the supervisor shall make personal contact and maintain a contact log. All such changes on the schedule will be initialed and dated by the supervisor making the change.

No employee shall provide more than twelve (12) hours of service in any twenty-four (24) hours period unless the work hours are separated by a seven and one-half (7.5) hours non-duty period. Exceptions to this rule are extreme emergencies (i.e. weather conditions that prevent the relief personnel from getting to the building; civil disturbances; natural disasters, etc.) or as directed by management or the client.

The Company will give notice of employee's regular scheduled days off. When an employee has two days or more scheduled off in the workweek, such days off will be scheduled consecutively, whenever practicable.

Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or days per week and nothing in this agreement shall be construed as a limitation upon the Company's right to schedule hours in excess of, or less than those in the normal workweek.

As used throughout this Agreement the term "actual work" shall be synonymous with "work time" or "working time" as those terms are defined under the Fair Labor Standards Act.

## 6.4 - Overtime Work.

The opportunity to work overtime shall be provided consistent with the Company's needs and circumstances, and overtime shall be scheduled in order of seniority whenever practical. Where seniority is equal between two bargaining unit employees, the overtime hours shall be given to the employee who made the request first.

Employees may be required to work reasonable assignments beyond regularly scheduled hours at the discretion of the Company. The Company has the right to hold over employees until relieved and/or to require an available employee to provide coverage; an employee who refuses to work such additional hours may be subject to appropriate discipline. However, the Company will make every effort to schedule such assignments on an equitable, rotating basis. The Company will attempt to provide two (2) hours notice to employees on duty that he or she will be required to work beyond his or her scheduled hours. Employees shall not be held over past twelve (12) hours unless mandated by emergency conditions.

# 6.5 - Call in Pay.

An employee called in to work and who reports for duty will be guaranteed a minimum of two (2) hours pay at their regular straight time hourly rate of pay.

## ARTICLE 7: GENERAL WAGE & MISCELLANEOUS PROVISIONS

#### 7.1 - General.

All employees shall receive not less than the minimum wage rates as set forth in the scheduled job titles and wage rates reflected in Appendix "A". Employees shall be paid the pay rate associated with the post to which they are assigned.

## 7.2 - Straight time rate of pay.

See Appendix "A".

#### 7.3 - Overtime Pay.

Overtime pay is calculated at one and one-half (1 1/2) times the employee's straight time rate of pay for all hours worked in excess of forty (40) hours of actual work in any single workweek. There will not be any pyramiding of hours worked. Only hours actually worked will be recognized in determining overtime eligibility.

## 7.4 - Undisputed Error.

In case of an undisputed error on the part of the Company as to an employee's pay, proper adjustment will be made on the next scheduled paycheck, or sooner as practically possible. If the error is one hundred dollars (\$100.00) or more, the company will make the adjustment within one (1) business day of being provided with the required payroll adjustment form and/or applicable documentation to support the pay error.

#### 7.5 - Personal Data.

Employees shall promptly notify the Company's Personnel Department, through their supervisor, in writing on a Company-provided form of any change of name, address, or telephone number within ten (10) business days of such change. The Company shall be entitled to rely upon the last known address in the Company's official record.

## 7.6 - Pay Dates.

Wages will be paid semi-monthly on the 10<sup>th</sup> and 25<sup>th</sup> days of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

## 7.7 - Break Periods.

All productive security officers shall be provided breaks and lunch in accordance with the provisions of the government contract.

#### **ARTICLE 8: LEAVES OF ABSENCE**

## 8.1 - Jury/Witness Duty.

A full time employee who has completed his or her probationary period and who is required to report for jury duty or has been subpoenaed as a witness shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service up to a maximum of ten (10) work days; provided, however, in order for the employee to be eligible for compensation, the employee must have notified the Company within forty-eight (48) hours of receiving the jury duty notice or subpoena. Employees will not be compensated for participation in any proceeding in which they are a party in the case (plaintiff or defendant), or where they are appearing as a witness against the Company, unless required by law.

For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his/her straight time rate of pay, less the amount received by the employee from the court or government agency. No compensation shall be paid by the Company for jury duty on Saturdays, Sundays and holidays unless the employee had been scheduled to report to work on such Saturday, Sunday or holiday. Jury service pay will be paid to full time employees only. The Company reserves the right to request an exemption or postponement of jury service. An employee who reports for such service and is excused there from shall immediately contact his immediate supervisor and stand ready to report for work, if requested. In order to be paid by the Company for such leave, the employee must submit to the Company's Payroll Department, through their supervisor, written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation received for such service.

If an employee is called as a witness to a crime on the facility, then he/she shall be compensated for all time spent in testifying or cooperating with prosecuting officers; provided however, that any witness fees tendered to the employee shall be delivered to the Company.

<u>8.2 – Military Leave.</u> The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of unpaid military leave. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

## 8.3 - Bereavement Leave.

See Appendix "A".

## 8.4 - Family and Medical Leave.

- A. <u>Leave Entitlement</u>. An employee who has been employed by the Company for 12 months and who has completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to leave under the Family and Medical Leave Act ("Act") in accordance with its provisions. Employees granted such leave will be required to use any accrued but unused leave balances prior to going into an unpaid status. This leave time will count towards their total leave time allowed under the Act. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.
- B. <u>Year for Purposes of Determining Leave Entitlement.</u> For purposes of determining an employee's leave entitlement under the Act, the 52-week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.

#### 8.5 - Personal / Non-FMLA Related Leave of Absence.

An employee who has completed his or her probationary period may request a leave of absence for personal or non-FMLA related medical reasons. The maximum amount of such leave an employee is allowed to take is eighteen (18) weeks in a 12-month period. Any combination of non-FMLA and FMLA leave may not exceed this maximum limit. Any such request must be in writing and state the reason for and length of the desired leave. Employees granted such leave will be required to use any accrued but unused leave balances prior to going into an unpaid status. If covered by Company benefits, it is the employee's responsibility to coordinate

continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

Leave under this Article shall be allowed provided it does not interfere with the Company's business and scheduling needs. Upon giving notice of intent to return to work, an employee shall be scheduled to report to his or her former shift and site, if available. If the employee's former shift or site is not available, the employee shall be assigned a shift and site as the Company determines necessary to its scheduling needs. Employees on leaves of absence who accept other employment during such leave, or who do not return to work on such terms as required by the Company, shall be considered as having voluntarily resigned. It is expressly agreed and understood between the parties that any alleged violation of this article shall be subject to the grievance procedures set forth in Articles 13.1 through 13.5 but shall not be subject to the arbitration procedures. It is further agreed that the resolution of such grievance in accordance with the procedures set forth under Article 13 shall be final and binding

## 8.6 - Personal/Sick Leave (PSL)

See Appendix "A".

#### 8.7 - Notice of Absence.

An employee who foresees that they will be absent due to anticipated medical reasons (including dental and medical examinations) must provide the Company two weeks' notice of his/her anticipated absence (or if two weeks notice is not practical then as soon as possible), regardless of the length of the anticipated absence. Failure to do so will result in disciplinary action up to and including termination. Where the Family Medical Leave Act does not apply, the Company shall try (but not be obligated) to accommodate the employee's request for leave.

#### 8.8 - Medical Certifications.

An employee who is absent due to illness or injury or for other medical reasons (including dental and medical examinations) for three (3) or more consecutive work days shall be required to provide to the Company's Personnel Department, through their supervisor, a completed medical release from his/her physician certifying that the employee is able to return to work on the day of returning to work. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion by a physician selected by the Company, at the Company's cost. If the opinion of the first physician and the second physician differ, the Company may require the employee (at the Company's expense) to obtain a third opinion from a mutually agreed upon physician, whose opinion shall be final and binding. Where an employee fails to provide medical certification under this Article, or where the medical certification does not support the employee's absence, the employee will be subject to disciplinary action, up to and including termination, in accordance with Article 12 of this Agreement. An employee who does not provide medical certification that he/she is able to return to work, if required or requested by the Company under this article, will not be permitted to return to work.

Where an employee takes leave pursuant to the Family and Medical Leave Act as set forth above, the provisions of the Company's policies under that Act shall control and will supersede any provision of this Article which is inconsistent with the Act or the Company's policies under the Act.

## 8.9 - Union Leave.

The Company agrees to grant two (2) Union officers or delegates a leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union, provided it does not affect the operating efficiency of the Company and the Company has been provided fifteen (15) days advance notice. Union leave shall be limited to five (5) working days per calendar year and shall be unpaid.

#### 8.10 - Rate of Pay.

Except as otherwise provided in this Article 8, for any paid leave taken under this Article 8, an employee shall be compensated at the straight-time rate of pay at the time the leave is taken. Except as otherwise specifically provided in this Article 8, hours of leave, whether paid or unpaid, shall not be deemed hours of actual work for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

## 8.11 - Seniority.

Seniority shall accumulate during any approved leave of absence.

**ARTICLE 9: HOLIDAYS** 

See Appendix "A".

**ARTICLE 10: VACATION** 

See Appendix "A".

#### ARTICLE 11: HEALTH AND WELFARE & OTHER BENEFITS

See Appendix "A".

## ARTICLE 12: DISCHARGE AND DISCIPLINE

It is expressly agreed and understood that the Company shall have the right to establish and modify from time to time disciplinary and other reasonable rules of conduct and the right to discipline, up to and including the right to terminate, for violating same. Prior to making any change to disciplinary rules, the Company will meet and confer with the Union. Disciplinary actions imposed by the Company will remain active on the employee's record for a period of one year from the date of the offense.

## 12.1 - Just Cause.

No employee shall be discharged or disciplined without just cause, and discipline and discharge matters shall be subject to the grievance and arbitration procedures contained in Article 13 of this Agreement. However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Company for a proven violation of any of the following:

- Violation of Rules and Regulations of Government Public Building and rounds, 41 CFR § 101-20.3.
- B. Neglect of Duty, including sleeping while on duty, insubordination, including deliberate failure to carry out assigned tasks, conducting personal affairs during

official time. The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provisions of their care provided that such activities have been approved by the employee's supervisor. Long distance telephone calls shall not be made at government expense.

- C. Use or display (in plain sight) of personal electronic devices not used in the normal course of Company business. These devices include, but are not limited to, cellular telephones, personal computers, games, video recorder/player, audio recorder or player and other electronic communication devices.
- D. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.
- E. Fighting on Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.
- F. Theft, vandalism or criminal acts.
- G. Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Alcohol and Drug Abuse Policy as agreed to by the Company and Union.
- H. Improper use of official authority or credentials.
- Unauthorized use of communications equipment or Government property.
- J. Misuse of weapon(s) or possession of private firearm on the job.
- K. Violation of Government security procedures or regulations, including, without limitation, those set forth in the FPS Security Guard Manual.
- L. Violation of state or federal laws regarding the possession or use of a firearm.
- M. Post abandonment/leaving post prior to being properly relieved.
- N. Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- O. Falsification of time records.
- P. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- Q. Sexual, racial or verbal harassment in violation of company policy.

### 12.2 - Standards of Conduct.

It is acknowledged and recognized that the Company is in the business of providing security services to the United States government, and that the provision of these services is highly sensitive. It is therefore essential and expected by the Company and the Union that all employees shall act in a highly professional, courteous manner and shall be held responsible for their duties, functions and job requirements. Deviation from or failure to meet this standard shall constitute just cause and result in disciplinary action, up to and including termination, pursuant to the provisions of Article 12.1.

It is also recognized that timely and consistent attendance is a fundamental requirement of security positions; that the importance of good attendance is to prevent disruption to fellow employees' schedules/disruption to contract operations/overtime/ open posts; that a minimum of four hours advanced notice is required for any call-off; that four or more absences within a four-month period is considered chronic absenteeism; that abuse of attendance and other conduct rules will be subject to disciplinary action, up to and including termination of employment as set forth in the disciplinary matrix which may be amended from time to time by the Company pursuant to Article 4.

## 12.3 - Government Action.

If the contracting agency, or other government agency, directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of Article 13 of this Agreement. In the event that the contracting agency or other government agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with available information concerning the incident within five (5) calendar days of such direction by the contracting agency or other government agency. It is expressly understood that such government action does not create an obligation on the Company to relocate or reassign employee to any other contract.

# 12.4 - Voluntary Quits.

An employee shall be deemed to have voluntarily quit employment with the Company, and the separation of the employee from the Company will not be subject to grievance, mediation and arbitration procedures of this Agreement, if:

- A. An employee who takes medical leave fails to notify the Company within two (2) days after he or she is able to return to work.
- B. The employee becomes ineligible to work on the Company's contract because he or she has failed to successfully complete training, testing and other qualifications mandated by the Government in its contracts with the Company.
- C. The employee fails to report to work within forty-eight (48) hours after the expiration of an approved leave period without contacting the Company and providing verifiable evidence of their inability to return as scheduled.
  - D. The employee fails to respond within five (5) days of receiving a notice of recall.

# ARTICLE 13: GRIEVANCE MEDIATION AND ARBITRATION PROCEDURE

# 13.1 - General Provision.

In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the parties agree that in the event any complaint or grievance arises over the interpretation or application of any provision of this Agreement, there will be an earnest effort to settle such complaint or grievances by the following procedure, the last step of which will be binding arbitration. In order to maintain the integrity of the grievance process, and to alleviate the use of the grievance process from becoming an individual's platform, the Union has the responsibility for reviewing and submitting only those grievances that are considered to have validity in its good faith judgment.

The parties expressly acknowledge that the duty to use this grievance procedure, including binding arbitration, includes any and all disputes between any employee and the Company (and the Union and the Company) arising out of or relating to any employee's employment with the Company, whether grounded in contract, tort or statutory law (including but not limited to federal, state and local civil rights and employment laws such as Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, and the Fair Labor Standards Act). This duty to arbitrate shall apply to all claims which the employee believes he/she may have against the Company, its affiliated companies or any of its officers, owners, directors, employees or agents.

#### 13.2 - Step 1.

An employee or Union steward, who becomes aware of a situation and believes he/she has a justifiable complaint or grievance, shall promptly discuss it with their supervisor within five (5) working days in an attempt to settle the matter. If the matter is brought forward by the employee, a Union representative may be present during the discussion if requested by the employee. If the matter is brought forward by the Union steward, the steward must have the affected employee's agreement in writing prior to presenting the grievance/compliant on his/her behalf.

#### 13.3 - Step 2.

If the employee or Union steward is dissatisfied with the response of the immediate supervisor in Step 1, the grievance must be elevated to the Site/Project Manager, in writing, within five (5) working days. The Site/Project Manager shall have five (5) working days from the date of receipt of the grievance to respond in writing. The Union and the Company may participate in Step 1 and Step 2 by telephone, fax or other electronic means.

#### 13.4 - Step 3.

If the matter is not resolved at Step 1 or Step 2 of the grievance procedure, the grievance, to be valid, must be presented to the Director, Operations in writing, signed by the employee and Union Representative specifying the Article(s) of the Agreement believed violated and stating what relief is sought, no later than five (5) working days following the written rejection at Step 2. The Director, Operations shall answer the grievance in writing within five (5) working days after receipt of said grievance.

#### 13.5 - Step 4.

If the Company's answer is not satisfactory, a representative of the Union will meet and discuss the grievance with the Director, Operations. The Company must reply to the Union within ten (10) working days excluding Saturdays, Sundays and holidays, of said meeting.

## 13.6 - Failure to Resolve Grievance.

Grievances which have been processed in accordance with the foregoing requirements and which remain unsettled may be processed by the Union to arbitration pursuant to Article 13.7 or Article 13.13 as applicable.

## 13.7 - Contract Based Grievances.

The Union, within ten (10) calendar days after the rejection of the grievance by the Company's designated representative shall notify the Company in writing of its intent to invoke arbitration, and the Company and the Union will jointly attempt to agree upon the selection of a neutral arbitrator to hear the case. Should the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service to supply a list of arbitrators to hear the case. A copy of this request will be sent to the Company. This request will be made within five (5) calendar days after failure of the parties to agree upon an arbitrator. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case.

#### 13.8 - Procedures.

In the event of arbitration pursuant to Article 13.7, the parties shall execute a submission agreement. If the parties fail to agree upon a joint submission, each party shall submit a separate submission to the arbitrator. The arbitrator will confine his decision to this submission or submissions. The joint or separate submissions will state the issue or issues and the specific paragraph or paragraphs of this Agreement, which the arbitrator is to interpret or apply.

#### 13.9 - Decision.

The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties to this Agreement. Whenever possible, the decision shall be made within thirty (30) days following the close of the hearing. Each party hereto shall bear the expense of preparing and presenting its own case. For purposes of arbitration under Article 13.7, the cost and all expenses of the arbitrator shall be borne equally by the parties. In the event a stenographic transcript of the hearing is made, the party requesting the transcript shall bear the full cost of the stenographic record unless the parties agree to the sharing of the expense.

#### 13.10 - Special Time Limitations.

Any grievance involving discharge, layoff or other potential accumulating back pay liability shall be commenced at Step 3 of this procedure and the written grievance to be processed must be presented to the Director, Operations or the Corporate Labor/Employment Counsel or, in his/her absence, to his/her designee within five (5) calendar days after the occurrence of the facts giving rise to the grievance.

#### 13.11 - Failure to Comply with Time Limitations.

Any grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in strict accordance with the time limitations set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence to those time limitations. Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed immediately to the next step of the grievance procedure. In any particular case, any time limit specification may be extended by mutual agreement between the Company and the Union.

## 13.12 - Limits on Arbitrators Authority.

The arbitrator cannot modify, amend, add to, detract from or alter the provisions of this Agreement nor substitute his judgment for that of management except as it applies the enforceability of arbitration as specified in Article 13.13.

# 13.13 - Non-Contract Claims.

Articles 13.7 through 13.12 notwithstanding, the following rules shall apply whenever an employee covered by this Agreement or the Union asserts a common law or statutory claim other than solely a claim that the Company has failed to comply with the terms of this Agreement. When the sole claim is that this Agreement has been breached, the arbitration shall be pursuant to Articles 13.7 through 13.12.

If the dispute has not been resolved pursuant to the procedures outlined in Articles 13.1 through 13.5, the resolution of the claim shall be resolved exclusively by means of binding arbitration in accordance with the Employment Dispute Resolutions Rules of JAMS in the Metropolitan DC area or in such location that the arbitrator determines is more convenient for the parties. If the employee's claim is under any civil rights law (or if otherwise required by applicable law or JAMS to make this duty to arbitrate enforceable as to any other claim), the Company shall pay the cost of the arbitration proceeding hereunder (administrative and arbitrator fees) reasonably allocable to such claims. The arbitrator shall have the authority to award preliminary and final injunctive relief. The arbitrator shall also have the authority to modify the provisions of this Agreement relating to the duty to arbitrate to the extent the arbitrator determines that such modification is necessary in order to make this duty to arbitrate enforceable

If a party brings an action to enforce this duty to arbitrate, and should that party prevail in such action, the party shall be entitled to all its attorneys' fees and costs incurred in connection with such proceedings. The arbitrator shall also award the prevailing party its/his/her reasonable attorneys fees if any applicable statute authorizes the award of such fees. In addition, the prevailing party in any arbitration shall be entitled to all its attorneys' fees and costs incurred in connection with confirming an arbitrator's award and/or successfully defending against any challenge or appeal relating to such award.

In the event either party seeks judicial review of any arbitrator's award (and in addition to any other basis for vacating an arbitration award provided by applicable state or common law) the parties consent to the court vacating or modifying such award if, in the court's opinion, the arbitrator made a clear and substantial misstate as to either the law or the facts affecting the ultimate outcome of the dispute.

Should for any reason the obligation to arbitrate provided by this Article 13.13 be held invalid, both parties (including all employees covered by this Agreement) hereby WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL as to any dispute relating to this Agreement or the employee's employment hereunder.

## 13.14 - Confidentiality.

The Employer and the Union recognize that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel, or other third party, the preservation of the secrecy of Confidential Information may be jeopardized. All pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by the Company, the employee and their respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing.

Photocopying of any documents will be strictly on an as needed basis by the aforementioned respective attorneys. In no event will Company's client and advisor lists or computer programs be subject to discovery except pursuant to an order issued by a court or arbitrator and only then under the highest confidentiality obligations being imposed on such persons receiving such lists. Should the arbitrator issue a written opinion; such opinion shall not contain Confidential Information of the Company.

# 13.15 - Timeliness of Opinions.

It is expressly agreed and understood by the parties that the failure of the arbitrator to issue the award within sixty (60) days shall render any award issued null and void. It is further agreed that, as a condition for selecting an arbitrator, all prospective arbitrators shall be informed in writing, prior to retention of the arbitrator, that the arbitrator's award must be rendered in writing within sixty (60) days of the close of the hearing or receipt of briefs. If an award is rendered null and void because of the failure of an arbitrator to render a timely decision either party may resubmit the dispute to arbitration before another arbitrator within ten (10) calendar days of the expiration of the sixty (60) day period.

## **ARTICLE 14: SENIORITY**

# 14.1 - General Provision.

Seniority under this Agreement shall commence with the employee's start date on the contract.

## 14.2 - Posting.

When a permanent vacancy occurs on a shift, the position will be posted on the bulletin board for a period not less than seventy-two (72) hours before the position is permanently assigned. If more than one employee request is on file, preference will be given to employees with the greatest seniority. Such shift changes on request shall be limited to one per calendar year per employee. An employee temporarily transferred to another shift at the Company's request will be returned to the shift from which transferred within thirty (30) days, unless he/she agrees to remain on the new shift.

# 14.3 - List.

A seniority list giving name and date of employment under this Agreement shall be furnished to the Union one (1) month after signing this Agreement. A list of additions and separations will be furnished to the Union monthly as applicable. The Company will post a corrected seniority roster during the months of March and September of each year.

# 14.4 - Accepting Position Outside Unit.

An employee covered by this Agreement who accepts a position outside the bargaining unit, shall retain the seniority he/she had as of the date of his promotion or transfer but shall not accrue additional seniority while so employed. If he/she is later returned to the bargaining unit, he/she will return to a job to which his/her seniority entitles him/her as available. If he/she does not return within six (6) months, he/she shall lose all seniority rights.

## 14.5 - Loss of Seniority.

An employee who is discharged for cause, or who resigns from the service of the Company, or who transfers out of the positions covered by this Agreement as stipulated by Article 14.4, shall lose all seniority rights.

#### 14.6 - Reductions in Force.

If a reduction in force is necessary, employees will be laid off on a reverse seniority basis. Employees laid off, if qualified, shall be considered for any existing vacancies within the Company not covered by this Agreement. Any expense incurred as a result of accepting such vacancies will be paid for by the employee.

#### 14.7 - Call Back.

Laid off employees shall have call back rights. In the case of a recall, employees who have been laid off shall be notified at their last known address to report to work. The notice shall be by telegram or registered mail, return receipt. The return receipt must be signed by the employee to whom the registered mail was addressed. In the event a former employee so notified fails to report for work within five (5) days after receipt of such notice, the employee shall forfeit his/her seniority and all reemployment rights associated therewith. However, if the employee is prevented from reporting because of sickness or an emergency involving him/herself or immediate family, or other legitimate reason, and so notifies the Company within the initial five (5) day period and presents documented proof, the employee, at the discretion of the Company, shall be allowed an additional ten (10) days in which to return to work. If he/she is unable to return at this time, he/she will be given an opportunity to return at the next opening.

## 14.8 - Employee Unable to Report.

An employee, who is unable to report to work because of a non-occupational injury or illness, shall continue to accumulate seniority except that he/she shall be subject to layoff according to his/her seniority. An employee who is unable to work because of illness or injury, which is occupational in origin, shall continue to accumulate seniority during the term of the disability.

#### 14.9 - Loss of Seniority.

In addition to the reasons otherwise set forth in this Agreement, employees shall lose their seniority rights if:

- A. The employee resigns, guits or retires.
- B. The employee is discharged for just cause.

## 14.10 - Notice to Company.

Each employee on a layoff status must notify the Company, in writing, of any changes of address and their availability for work.

#### 14.11 - Equal Seniority.

For the purpose of layoff and recall, seniority of employees hired on the same date shall be determined by the lowest of the last four digits of their social security numbers to be the most senior employee.

## 14.12 - Resolution of Disputes.

It is expressly agreed and understood between the parties that any alleged violation of this Article 14 shall be subject to the grievance procedures set forth in Articles 13.1 through 13.5 of this Agreement, but shall not be subject to the arbitration procedures as set forth in Articles 13.6 through 13.12 of this Agreement. The resolution of such grievances by the Company during this "Step 4" conference shall be final and binding.

# **ARTICLE 15: CONTINUITY OF OPERATIONS**

## 15.1 - No Strikes.

Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's operations. It is further understood and acknowledged that it is the intention of the parties that all claims, disputes, or grievances arising under this Agreement be resolved by resort to the grievance and arbitration procedures provided above. It is therefore agreed that, during the term of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, mass absenteeism, boycott, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes, and that the Union will not cause or permit employees to cause, nor will any member of the Union take part in, any strikes, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Company's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.

Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Company, the Union shall take affirmative action to avert or bring such activity to a prompt termination. During the term of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by any other labor organization or established by any other group, shall constitute a violation of this Article.

Any employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that, in addition to other remedies, the provisions of this Article may be judicially enforced, including specific performance by way of injunctive relief.

#### 15.2 - No Lockouts.

During the term of this Agreement, the Company shall not lock out any employee.

## ARTICLE 16: CONTRACT AGENCY DIRECTIVES

If the contracting agency directs that a specific employee be removed from the contract, i.e. for reasons including but not limited to, the failure to meet security clearance and/or suitability requirements, or that a specific employee be disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of this Agreement. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with all relevant information concerning the incident. Should the Company and the Union agree that there was no just cause for the contracting agency's direction, they will jointly petition the agency to change its position and to lift the disciplinary requirement. Such joint petition would fully satisfy the Company's obligation under this Article 16. The Union will be notified of any employment action taken pursuant to this Article and upon request will be furnished evidence in support of the action in a prompt and timely manner.

### ARTICLE 17: DRUG AND ALCOHOL

The Company and the Union, herein referred to as "parties", recognize that, in the security business, the use of controlled substances or alcohol, which cause intoxication or impairment on-the-job, poses risks to the parties, the affected employee, his/her co-workers and the public. An employee cannot perform his/her work effectively if he/she is under the influence of illegal drugs or alcohol. While the parties have no intention of intruding into the private lives of the

employees, the parties expect employees to report for work in a condition enabling the full and safe performance of all required duties. The use of controlled substances and alcohol is strictly prohibited during the 12 hours immediately before the start of employee's shift. The parties recognize that an employee's involvement with drugs and/or alcohol, whether on or off the job, can have an impact on the Company's ability to meet the Government's expectation of a drug and alcohol free work environment.

Accordingly, compliance with the Company's Drug and Alcohol Policy is a condition of employment/continued employment. Violation of the policy subjects an employee to immediate termination pursuant to the terms of this Agreement.

Any employee using prescription medications or other medications that may affect or impair coordination or judgment must notify their supervisor before reporting to work and provide a doctor's statement that the employee is fit to perform the duties of the job.

## ARTICLE 18: ARREST AGREEMENT - ADVERSE INFORMATION REPORTING

SecTek is a government contractor providing security services who is bound by its Government contract and other Government and Company security and/or clearance requirements. As such, employees will comply with the provisions of SecTek's Arrest Agreement. Employees are required to notify their Site/Project Manager within twenty-four hours of an arrest.

## **ARTICLE 19: TRAINING AND QUALIFICATION**

#### 19.1 - General.

It is the mutual responsibility of the employee and the Company to track the expiration of any certifications/qualifications required per the Company's government contract and keep each other informed of such in order to schedule required training and/or insure completion of necessary paperwork in a timely manner. Within 30 days of expiration of any certifications/qualifications, if the employee has not yet completed or has not yet been scheduled for recertification training, it is the employee's responsibility to advise the Company of the need to be scheduled for training.

#### 19.2 - Trainers.

All training and associated qualifications/certifications will be conducted by the Company. Employees may not go to an outside training provider unless specifically authorized and coordinated by the Company. Any employee scheduled for training who fails to attend, will be subject to disciplinary action unless such failure to report is the result of a documented emergency circumstance.

#### 19.3 - Payment.

Except as otherwise provided in this Agreement general employees attending training, presented by or coordinated at the direction of the Company, will be paid their normal base hourly rate of pay for all hours spent in said training.

#### 19.4 - Weapons Training

Employees attending weapons qualification/re-qualification sessions scheduled and authorized by the Company will receive a maximum of four (4) hours pay at their normal base hourly rate of pay for one (1) qualification/re-qualification session.

If an employee is unable to successfully obtain the required qualification score for his/her contract specific weapon, the employee shall be suspended from the contract. The employee will be required to take any accrued but unpaid leave balances prior to going into an unpaid status while on suspension. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

Employees who fail to qualify will be provided with one (1) remedial training session paid at their normal base hourly rate of pay. If the employee fails to obtain the required qualification score during his/her remedial training session, he/she will be afforded additional voluntary remedial/practice sessions at the discretion of the Company but these sessions will be without pay as will subsequent qualification attempts.

An employee shall be reinstated after qualifying, providing such qualification takes place within thirty (30) days of his/her removal from the contract. An employee failing to successfully qualify or report for his/her scheduled remedial training session within this thirty (30) day period (unless such failure to report is the result of a documented emergency circumstance or inability of the Company to get the training scheduled), shall be terminated.

#### 19.5 - Failure to Successfully Complete.

If an employee does not successfully complete any other government contract mandated training having specific recertification requirements prior to his/her certification expiration date, the employee may, at the sole discretion of the Company, be suspended from the contract for a maximum of thirty (30) days. The employee will be required to take any accrued but unpaid leave balances prior to going into an unpaid status while on suspension. If covered by Company benefits, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

If the employee fails to successfully meet the recertification requirements or fails to report for scheduled training within the thirty (30) day time frame (unless such failure to report is the result of a documented emergency circumstance, inability of the Company to get the training scheduled, or due to a delay on either the company or the government's part in getting the certification issued), the employee shall be terminated. An employee suspended pursuant to this provision shall not accrue seniority or fringe benefits.

## ARTICLE 20: SCOPE OF AGREEMENT

#### **20.1 – Duration.**

This Agreement shall be effective as stated in the Preamble of this Agreement and shall remain in force and effect until 2400 hours on 12/31/2012. It is expressly agreed and understood that the provisions of this Agreement, including but not limited to wages and health/welfare rates and other benefits, are the product of concessions and compromises by the parties during the negotiations which resulted in this Agreement. It is also expressly agreed and understood that the provisions of this Agreement contain and comprise the entire agreement and understanding between the parties, and supersedes any and all prior agreements or understandings between the parties, including and not limited to all prior wage and health/welfare rates and other benefit or obligations or requirements of the Company.

For the purposes of negotiating changes in Wages and Health/Welfare rates, the parties agree to resume negotiations on or about October 15<sup>th</sup> of each successive year. It is expressly understood by the parties that the purpose of such negotiations is limited primarily to addressing changes in Wages and Health/Welfare rates, with the exception by mutual agreement of the parties to address other non-economic issues

## 20.2 - Separability.

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, the parties agree to renegotiate such provision of this Agreement for the purpose of making them conform to the decree, regulation or statute so long as they shall remain legally effective. It is the express intention of the parties that all other provisions not declared invalid shall remain in full force and effect.

#### 20.3 - Waivers.

The parties acknowledge that, during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not; (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Article 20.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.

#### 20.4 - Successors and Assigns.

Except in cases of condemnation or liquidation, this Agreement shall be binding upon the parties hereto, their successors and assigns.

# 20.5 - Integration.

This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, and finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Company and the Union.

#### 20.6 - Labor Management Meeting.

A labor-management meeting shall be scheduled once a quarter between Company and Union leadership to discuss issues and operational concerns that may frequently hinder the quality of services. These issues shall be non-arbitrational. Union stewards designated in writing may attend such meetings and their presence at such meetings must be coordinated in advance to ensure no operational scheduling impact.

IN WITNESS WHEREOF, the parties have caused their duty authorized representatives to sign this Agreement on this 13<sup>th</sup> day of November 2008 in full acknowledgement of their intention to be bound by the Agreement

SPFPA (Union)	SecTek, Inc. (Company)
Osoonika	huhellet Falen
Assane Faye, District Director	Michelle D. Fowler, VP
Lym Johan	Dennis Roberts
950 LiEnfant Plaza Representative	Dennis G. Roberts, Sr. VP
1/a. 4 555	Pen P Jennya
Old Post Office Representative	Perry P. Trauger, Director
Chum.	
Liberty Center Representative	
Assett .	

Potomac Yard Representative

## **APPENDIX "A"**

## 1. WAGE SCHEDULE

The following shall be the straight time hourly rate of pay for the period designated:

Title	Effective 01/01/09	Effective 01/01/10*	Effective 01/01/11*	Effective 01/01/12*
Armed Security Officer (ASO)	\$23.81			
Armed Security Supervisor (ALT)	\$24.81			

<sup>\*</sup>Straight time hourly rate of pay shall be renegotiated by the parties in these successive years, as provided in Article 20.1 of this Agreement.

## 2. HEALTH AND WELFARE (H&W)

Full-time employees will become members of the Company's cafeteria health and welfare plan, which currently includes, as of the date of the signing of the Agreement, the following benefits:

Description of Benefit*	Options	See Note	
Major Medical (three levels of coverage)	Required	1	
Dental (two levels of coverage)	Optional	2	
Vision	Optional	2	
Short-term disability (STD), Long- term disability (LTD), Employee Assistance Plan (EAP), Basic life insurance, Accidental Death and Dismemberment (AD&D)	Core	3	
Supplemental life insurance	Optional		
* Specific benefits and costs are subject to modification during open enrollment period			

- <u>Note 1</u>: Major medical is required, unless Employee provides timely proof of existing bona-fide group medical coverage during the enrollment period or within the required time period following a qualifying event. If Employee makes no election, Employee will automatically be enrolled in the Company's low premium/high deductible plan.
- Note 2: Dental and Vision benefits are optional. If Employee makes no election, Employee will not be enrolled in these benefits.
- Note 3: This group of core benefits is mandatory and cannot be waived.
   Their cost will be deducted from the Employee's allotted H&W credits.

Any residual H&W credits not used to purchase benefits will be paid to the Employee in cash and included in the Employee's semi-monthly paycheck as taxable income.

If Employee elects benefits that exceed the total H&W credits allotted to him/her, the excess cost will be paid by Employee in the form of a payroll deduction.

The following H&W contribution represents the Company's maximum obligation/contribution per regular hours worked, to a maximum of forty (40) hours per work week, for the period designated:

Effective Dates	Effective 01/01/09	Effective 01/01/10*	Effective 01/01/11*	Effective 01/01/12*
Rate	\$3.98**			

<sup>\*</sup>Health and Welfare rate shall be renegotiated by the parties in these successive years, as provided in Article 20.1 of this Agreement.

If an employee is covered by Company benefits and goes into an unpaid status for more than one pay period for any reason, it is the employee's responsibility to coordinate continued coverage with the Company and to pay any health insurance premiums as applicable. Payment of premiums is to be made by cashier check or money order.

## 3. UNIFORM ALLOWANCE

The Company shall provide at no cost to all new employees, uniforms and other equipment as required under the Company's guard service contract. Employees shall maintain uniforms and equipment issued to them, and maintains their personal appearance in accordance with Company and government policy.

Effective 01 January 2009, the Company shall pay each employee the sum of thirty-five (.35¢) for each regular hour worked (up to forty hours per week) to launder, repair and maintain Company-issued uniforms and equipment, including the replacement of uniform patches and badges that are directed to be replaced by the Company at its discretion.

Upon termination of employment, Company issued clothing and equipment shall be returned to the Company immediately. The Union agrees that all employees, as a condition of employment or continued employment, shall provide written authorization allowing the Company to deduct from the employee's final paycheck, the cost of all unreturned issued clothing and equipment. The deduction for such missing items not returned shall be the cost to the Company.

# 4. WORKERS' COMPENSATION

The Company shall provide workers' compensation insurance to all employees to be calculated at the applicable state premium rates effective.

#### 5. UNION PENSION/401(k) PLAN

Effective 01 January 2009, for each eligible employee, the Company will contribute sixty cents (.60¢) for all regular hours worked to a maximum of forty (40) hours per work week to the Union's pension/401(k) plan.

<sup>\*\*</sup>Twenty-five (.25¢) of which goes to Employee Stock Ownership Plan (ESOP)

# 7. PERSONAL/SICK LEAVE

- A. Effective 01 January 2009, all non-probationary, full time employees employed as of said date will accrue 2 hours per pay period (24 pay periods in one year = 48 hours or 6 days).
- B. Unused PSL will be paid out to active employees on the first payroll date following December 31<sup>st</sup> of each calendar year and will be included in the employee's regular paycheck.
- C. Employees taking personal/sick days are required to arrange personal/sick leave with their supervisor prior to taking the time off or utilize the normal call-off procedures if the time off was not authorized in advance.
- D. Employees shall be compensated for personal/sick days at their straight-time rate of pay in effect at the time the personal/sick leave is taken. Personal/sick leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. The company may require that employees taking leave under this Article shall not take it in less than four (4) hour increments.
- E. An employee who is unable to perform the functions of his or her position because of illness or injury, or for other medical reasons (including dental and medical examinations) will be required to use any accrued but unused leave time prior to going into an unpaid status.

## 8. VACATION

A. Vesting of vacation is based upon vacation earned by the employee with continuous service, without a break in service, in accordance with the Service Contract Act as shown in the following schedule:

Service Completed	Vacation Period	Vacation Pay	Semi-monthly Accrual Rate
After 1 Year	2 Weeks	80 Hours	3.33 Hours
After 5 Years	3 Weeks	120 Hours	5 Hours
After 10 Years	4 Weeks	160 Hours	6.67 Hours
After 15 Years	5 Weeks	200 Hours	8.34 Hours

Vacation shall not vest and full time employees shall not be entitled to vacation under the above schedule until the employee has completed twelve (12) months of employment. Part time employees' vacation entitlement is prorated based on actual hours worked in the one year prior to their seniority date. If an employee separates from employment for any reason with less than one year and one day of employment with the Company or its predecessor, the employee shall not be entitled to any vacation pay.

The length of eligible service is calculated on the basis of the 12 month period that begins with the employee's start date on contract (new employees) or, in the case of incumbent employees from a predecessor contract, the employee's date of hire with the predecessor contractor, or in the case of division transfers, the employee's seniority date as shown in the company records.

Following the first full year of service, the full time employee will accrue vacation each semimonthly pay period as indicated in the table above. Part time employees' vacation will be prorated based on actual hours worked in the pay period.

B. Vacation leave shall be taken at such times mutually convenient to the employee and to the Company. Conflicting vacation requests not timely submitted shall be resolved in order of receipt by the Company (i.e. "first come, first serve"). Conflicts in vacation requests timely submitted shall be resolved by seniority.

All vacation requests shall be made at least thirty (30) days in advance of the date the requested vacation is to begin and shall be submitted on a form to be provided by the Company. The company may require that employees taking leave under this Article shall not take it in less than 8 hours increments. No more than five percent (5%) of the workforce may be on vacation at any time. It is expressly agreed and understood between the parties that any alleged violation of this Article shall be subject to the grievance procedures set forth in Articles 13.1 through 13.5 but shall not be subject to the arbitration procedures. It is further agreed that the resolution of such grievance in accordance with the procedures set forth under Article 13 shall be final and binding.

- C. Eligible part time employees shall be entitled to pro-rated vacation pay at their straight time rate based on the number of hours worked in the previous year based on the employee's seniority date. For example, part-time employees who have been continuously employed for one (1) year and who, on average, worked twenty (20) hours per week the prior year would be eligible to receive one (1) week paid vacation based on forty (40) hours at their straight time rate of pay.
- D. An employee may not carry over more than 120 hours from one calendar year to the next. Vacation hours in excess of 120 hours shall be paid on the first payroll date following December 31<sup>st</sup>. At the time of termination of employment, employees shall be paid for any accrued and unpaid vacation hours providing they have been employee for more than one (1) year.
- E. Employees shall be compensated for vacation at their straight time rate of pay in effect at the time the vacation leave is taken. Vacation leave shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement, nor shall fringe benefits accrue during such leave. Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

#### 9. HOLIDAYS

A. All full time employees shall be paid eight (8) regular straight time hours for the following holidays:

New Years Day Memorial Day Columbus Day Christmas Day

Martin Luther King Day Independence Day Veteran's Day President's Day Labor Day Thanksgiving Day

When any of the above holidays fall on a Saturday or Sunday, the holiday will be observed on the same day as observed by the Government. Any holiday declared by Presidential Proclamation, that specifically includes contractors and the services they provide, will be observed as specified in the proclamation.

- 1 7 4
  - B. An eligible full time employee who is not required to work on a holiday shall be paid eight (8) hours pay at his or her straight time rate of pay. An eligible full time employee assigned to work on a holiday will receive their straight time wage for all hours worked plus the eight (8) hours holiday pay specified above.
  - C. In order for an employee to qualify for a paid holiday, the employee must have worked his/her regularly scheduled work day immediately preceding the holiday and the employee's regularly scheduled work day immediately following the holiday.
  - D. An employee eligible to receive holiday pay that is scheduled to work on a holiday and who after being scheduled, refuses or fails to report to work, shall not receive holiday pay and shall be subject to disciplinary action as applicable.
  - E. In the event that one of the holidays occurs during the employee's paid time off, the employee will receive holiday pay instead of paid time off benefits that would have otherwise applied.
  - F. An eligible part time employee who is not required to work on a holiday shall be paid a proration of the full time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (X0.2). An eligible part time employee assigned to work on a holiday will receive his or her straight time wage for all hours worked plus a pro-ration of the full time holiday benefit based upon his or her total hours worked for the previous week multiplied by 0.2 (X0.2).
  - G. Hours which an employee does not work but for which he or she is compensated under this Article shall not be considered hours worked for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

#### 10. BEREAVEMENT LEAVE

In the event of a death in the immediate family of a full time employee, the employee will be granted bereavement leave of up to three (3) work days with pay. Bereavement pay will not be used for the purposes of computing overtime and will be paid at the employee's straight-time pay rate at the time the leave was taken. For those employees having to travel 400 miles or more, the bereavement allowance is five (5) days paid leave. These three (3) or five (5) days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be split or postponed without prior approval from the Corporate office. For this purpose of this Article, immediate family is defined as:

Spouse
Parents (including in-laws)
Grandparents/grandchildren

Child/step-child/foster child Step-parents/foster parents Legal guardian or in loco parenti Siblings/step-siblings Son-in-law/daughter-in-law

The Company may require the employee to substantiate the need for the leave.

#### COLLECTIVE BARGAINING AGREEMENT

# BETWEEN ALLIEDBARTON SECURITY SERVICES, LLC AND

THE INTERNATIONAL UNION

SECURITY POLICE FIRE PROFESSIONALS OF

AMERICA (SPFPA)

WASHINGTON, D.C.

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#### **AGREEMENT**

This Agreement is entered into as of this 22<sup>nd</sup> day of August, 2008, by and between ALLIEDBARTON SECURITY SERVICES, LLC hereinafter referred to as the "Employer" and the INTERNATIONAL UNION, SECURITY POLICE FIRE PROFESSIONALS OF AMERICA (SPFPA LOCAL 444), hereinafter referred to as the "Union." The Agreement is effective August 22, 2008 and continues to August 21, 2011.

#### ARTICLE I: SCOPE OF AGREEMENT

#### Section 1:

The Employer recognizes and acknowledges that the Union is the sole and exclusive bargaining agent for all its security guard employees at the following locations: Veterans Administration at 1800 G Street, 1722 I Street, 810, 811, and 1120 Vermont, NW Washington, D.C. (the "Client" or the "Government").

#### Section 2: Exclusions

This Agreement does not cover the following employees and management staff:

Officers and Directors of the Employer, the Project Manager, non-guard employees, and
managerial employees (including Shift Supervisors) as defined by the National Labor
Relations Act.

#### Section 3: Probationary Employees

All employees newly hired, or rehired after termination of their seniority, shall be classified as probationary employees for a period of ninety (90) calendar days from date of hire. During their probationary period, employees may be subject to discipline or discharge at the discretion of the Employer, without regard to the provisions of Articles VII and VIII of this Agreement. This period may be extended an additional ninety (90) days by mutual agreement of the Union and the Employer. All other provisions of this Agreement are applicable to probationary employees.

#### Section 4: Temporary Employees/Temporary Positions

The Employer shall have the right to hire temporary employees to man temporary positions, who shall be excluded from the seniority provisions of Article XVI of this Agreement, for a period not to exceed in the aggregate three (3) months when requested to do so by the Government in writing and when the employees are so informed at the time of hire. The said three (3) month period referred to in the preceding sentence may be extended for up to an additional three (3) month period at the written request of the Government.

#### Section 5: Temporary Promotions & Transfers:

When an officer is promoted to a temporary position, the promotion becomes permanent after ninety (90) days, unless there is mutual consent to do otherwise. When transferred outside the Bargaining Unit, employees will keep all contractual benefits upon return provided that the temporary assignment does not exceed ninety (90) days.

#### ARTICLE II: UNION SECURITY & MEMBERSHIP

#### Section 1: Union Membership:

A employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, as a condition of continued employment, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

#### Section 2: Membership Requirements:

Employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a

condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S. 734 (1963) and Beck v. Communications Workers of America, 487 U.S. 735 (1988).

#### Section 3: Enforcement:

In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.

Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

#### ARTICLE III: DUES CHECK OFF

#### Section 1: Dues Deductions

The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Appendix C. Such deductions shall be made from the first paycheck of each month. Funds deducted, along with a summary sheet including the names, addresses, social security number and local union

number of officers and the amount of dues deducted from each, shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first regular payday of the month and The Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld. The Employer will provide to the\_International quarterly reports that will include officers' name, address, city, state, zip code and current wage rates, sorted by Union Local. The Employer shall also inform The International Secretary/Treasurer, in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit etc.

#### Section 2: Dues Schedule

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

#### Section 3: Indemnification

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of The Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

#### ARTICLE IV: NONDISCRIMINATION

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, marital status, or because of their involvement in, or refraining from, participating in Union activities except as required by Article II of this Agreement.

#### ARTICLE V: MANAGEMENT RIGHTS

Subject only to such limitations as may be specifically imposed by this Agreement, the Union recognizes that the management of the business and direction of the work force is vested in the Employer, including but not limited to, the right to schedule work, to assign work and working hours to employees, to decide the work amount and location at its facility, to determine the type of services performed, to establish reasonable quality and performance standards, and the most efficient means of providing service, to require from every employee compliance with established operating procedures, to formulate and enforce appropriate Employer rules and regulations, now in effect, or hereinafter enacted, if not covered by the provisions of this Agreement, to hire, suspend, promote, demote, transfer, discharge or discipline for cause, or relieve employees from duty because of lack of work, client or Government request, or for other legitimate reasons, to maintain discipline and efficiency of employees, to judge skill, ability, and physical fitness, and to create, eliminate, or consolidate job classifications, to control and regulate the use of all equipment and other property of the Employer and to subcontract work which would otherwise be performed by the employees subject to this Agreement at the convenience of the Government. The above-mentioned rights reserved to management are not intended to deny or limit the Employer in other managerial rights which are not covered by this Agreement and which were previously exercised.

#### ARTICLE VI: EMPLOYEE CLASSIFICATIONS

- A. Employees who are classified as "full-time" and who are regularly scheduled to work thirty two (32) hours to forty (40) hours per work week shall be considered as "full-time."
- B. Employees who are classified as "part-time" and who are regularly scheduled to work less than thirty two (32) hours per work week shall be considered as "part-time."

C. The use of any pronoun for gender herein shall apply to both males and female.

#### ARTICLE VII: WORKWEEK AND HOURS OF WORK

#### Section 1: Workweek & Pay Dates

The workweek shall be from 0001 hours Friday until 2400 hours Thursday. Wages shall be paid bi-weekly on Friday in the next week following the end of the pay period. Should, during the term of this Agreement, the Employer require to change the start day of the workweek, the Employer shall meet with the Union to review such change.

#### Section 2: Scheduling

The hours of work of employees shall be scheduled by the Employer at least two (2) weeks in advance except in circumstances beyond the Employer's control. Where the agency contract requirements permit, the Employer shall attempt to schedule permanent full-time employees for at least eight (8) hour shifts whenever possible.

#### Section 3: Breaks

Through the duration of this Agreement, covered employees working shall receive paid breaks in accordance with any applicable and binding contract with the Government.

#### Section 4: Overtime

Overtime is to be paid at the rate of one and one-half (1 1/2) times basic hourly straight time rate. Overtime shall be paid to employees for work performed in excess of forty (40) hours in a pay week. A work day shall be defined as from 0001 hours until 2400 hours. There will not be any pyramiding of hours worked. Paid vacation or holiday time shall not be counted as hours worked in the calculation of overtime. The opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer.

In the event that the Employer has advance knowledge of twenty-four (24) hours or more that overtime will be required, such work will be offered consistent with seniority whenever possible. When the Employer has an unanticipated exigent need to provide coverage, the Employer shall have the right to require an employee who normally performs the work to remain on duty until relieved and/or to require an available employee to provide such coverage, as conditions warrant, while the Employer continues to actively seek relief for the officer who was held over. The Employer agrees to utilize a policy that rotates offers of overtime among employees. The Employer will compile a listing of employees who volunteer for overtime as hours becomes available. Any employee on the listing of overtime volunteers who declines an offer of overtime on two (2) occasions will be removed from such listing immediately.

#### Section 5: Reporting Pay

An employee called in outside his/her regular work schedule shall be guaranteed a minimum of two (2) hours of pay in lieu of work if he/she is contacted by management and told not to report while en route to the worksite. An employee called in outside his/her regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof if he/she reports to the site without being contacted my management and told not to report.

#### Section 6:

Nothing in this Article shall be construed as a guarantee of work, work opportunities, or hours, except as otherwise expressly provided.

#### ARTICLE VIII: DISCIPLINE AND DISCHARGE

#### Section 1: Just Cause

No employee shall be disciplined or discharged except for just cause. The Employer shall notify an employee of its intention to impose discipline or to discharge the employee within 15 business days after management has actual knowledge of the incident on which the

proposed discipline or discharge is based. The Employer shall attempt to conduct a confidential investigation of the circumstances of the event(s) giving rise to possible disciplinary action, including meeting with the employee, who shall have the right to be accompanied by a shop steward if so requested by the employee. An employee discharged for just cause shall be entitled to receive any earned but unused leave.

#### Section 2: Procedure

- A. The Employer shall employ a system of progressive discipline pursuant to the Employer's established policies and procedures. These steps will be used in a progressive manner consistent with the severity of the policy violation and/or performance problem. However, the Company reserves the right to skip any step, in whole or in part, and move immediately to any further step, including termination after suspension and investigation, as it deems necessary. Consequently, no employee may rely on these guidelines as "promises" or "agreements" by the Company to impose the discipline contained in the guidelines in any situation or prior to termination. Termination may occur without use of progressive discipline and without prior notice.
- B. The disciplinary procedure, applicable to offenses which do not constitute gross misconduct, relate to progressive discipline solely for each specified offense. Any offense that is more than twelve (12) months old shall not be considered in the above described progressive disciplinary procedure.
- C. The precise step of the disciplinary procedure shall attempt to be stated on each disciplinary form and a copy of the disciplinary form shall be provided to the employee at the time it is issued.

#### Section 3: Denial of Access

Notwithstanding the provisions of this Article VII, any employee who is denied access or not granted a security clearance that is required by the Client shall be discharged without recourse to grievance or arbitration procedures. If the Client denies access,

Employer will provide the Union with a copy of the written denial of access from the Client when available; Employer shall make a request for a written copy if one is not otherwise provided.

#### ARTICLE IX: GRIEVANCE PROCEDURE

#### Section 1: Definition

A grievance is defined as any disagreement between the parties concerning any matters relating to wages, rates of pay, hours of employment or other conditions of employment, or any application or interpretation of the Employer's policies, applicable laws, or the provisions of this Agreement. Any such grievance shall be processed as set forth below. The parties recognize that day-to-day problems affecting employees may normally be resolved informally between the employee and immediate supervisor. Such matters shall not be deemed grievances and their settlement shall not establish a precedent for the resolution of similar problems.

#### Section 2: Procedure

Step (1) - Employees having a grievance shall take it up with the Supervisor within fifteen (15) working days from the time that the grievance arose; or five (5) working days from when the grievant and/or Union became aware (or should have become aware) of the facts giving rise to the grievance. This grievance shall be in writing and set forth the date and time of the occurrence. Upon the request by an Employee, a shop steward shall be included in all discussions regarding the grievance. Employees participating in grievance activity as grievant, shop steward, or witness shall be granted up to two (2) hours administrative leave without pay for such participation during a pay period. This time shall relate to on or off-site handling of a grievance. If no response is rendered by the Supervisor within seven (7) working days after submittal of the grievance in Step (1), the grievance shall be deemed granted and the remedy requested implemented. If the grievance is resolved, a complete

report signed by both parties shall be submitted to the Employer and Union and the grievance shall be considered concluded.

Step (2) - If a satisfactory settlement is not effected in Step (1), the grievant, or an authorized Union representative on behalf of the grievant, may within ten (10) working days after the conclusion of Step (1) submit such grievance, in writing, signed by the grievant or the Union's representative, to the Project Manager or designee. If no response is rendered by the individual indicated above within five (5) working days after submittal of the grievance in Step (2), the grievance shall be deemed granted and the remedy requested implemented. If, within five (5) working days after submittal of the grievance in Step (2), either party requests, in writing, a meeting with the other party to discuss the grievance, then Step (2) shall be deemed concluded within ten (10) working days after submission of the grievance in Step (2). If no response is rendered within the said ten (10) day period, the grievance shall be deemed granted and the remedy requested implemented.

In the event that the employee's second level supervisor and immediate supervisor are the same person, the grievance shall proceed from Step (1) directly to Step (3).

Step (3) - If a satisfactory settlement is not effected in Step (2), the grievant may, within five (5) working days after conclusion of Step (2), submit such grievance to the Director of Human Resources (HR Director). If no response is rendered by HR Director within ten (10) working days after submittal of the grievance in Step (3), the grievance shall be deemed granted and the remedy requested implemented. Either party may request in writing a meeting with the other party to discuss the grievance, but such meeting shall not extend the time period provided in this step.

Any grievance by the Employer shall first be submitted to the Union's staff representative for resolution and if a satisfactory settlement is not effected, or, if no response is rendered by the Union within (10) working days after submittal of the grievance to the Union, the grievance shall be deemed granted.

**Step (4)** - If a satisfactory settlement is not effected in Step (3), either party may refer the matter to arbitration.

#### Section 3: Extensions

Any grievance not processed in accordance with any of the time limits and/or steps of the grievance procedure prescribed above shall be deemed waived. Extensions of these time limits may be accomplished only in writing, signed by the Employer and the Union. For the purpose of this Article, "working days" shall be defined as Monday through Friday, excluding only holidays observed pursuant to the Appendix of this Agreement.

#### ARTICLE X: ARBITRATION

#### Section 1: Arbitrator Selection

If the matter is referred to arbitration pursuant to Step (4) of Article VIII, either party shall request a panel of seven arbitrators from the Federal Mediation and Conciliation Service. The parties shall select from this panel a single arbitrator by alternatively striking names from the panel until one name remains. The party to make the first strike shall be determined by the toss of a coin. The parties may agree to obtain a list of arbitrators from the American Arbitration Association in any particular case.

The arbitrator shall then proceed to hear and determine the case submitted. Unless otherwise mutually agreed, all hearings conducted hereunder shall be recorded verbatim by a qualified stenograph reporter or by other recorded means acceptable to an arbitrator. The expense of arbitration, including the fee and expenses of the arbitrator (including a transcript ordered by the arbitrator), shall be borne equally by both parties but the cost of any other transcript shall be born totally by the party ordering it.

#### Section 2: Arbitrator Authority

The arbitrator shall have the provisions of this Agreement to render a decision on any grievance, but shall not have the authority to amend or modify this Agreement. The arbitrator shall determine any question of arbitrability. Further, the arbitrator shall have the authority to

apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance. Awards may or may not be retroactive, depending upon the determination of the equities of each case. Absent extraordinary circumstances, back pay awards shall not include reasonable interest. The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement.

In the event of any arbitration involving an issue which involves rights of employees or the Union which are secured by federal or state statute, the parties agree that any period of limitations shall be deemed to be tolled during the pendency of the arbitration process.

#### ARTICLE XI: NO STRIKE AND NO LOCKOUT

The Employer agrees not to cause, permit or engage in any lockout of its employees during the term of this Agreement. The Union agrees that neither it nor the employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any strike, including sympathy strike, picketing, or work action. It shall be a violation of this Agreement, and it shall be cause for discharge or suspension in the event an employee refuses to enter upon any property involved in a labor dispute involving other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations at the Employer's place or places of business. In addition, at any location covered by this Agreement, the Union shall not engage in any hand billing, leafleting, distribution of literature, public appeals, or demonstrations directed at non-bargaining unit members, involving matters or disputes regarding the terms and conditions of this Agreement. The Union and the Employer agree to take all steps possible to ensure that Government property is properly secured and protected in the event of labor disputes involving other employee organizations at each location.

#### ARTICLE XII: BULLETIN BOARD

A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as, but not limited to:

- 1. Notices of Union recreational and social affairs;
- 2. Notice of Union elections:
- 3. Notices of Union appointments and results of Union elections;
- 4. Notices of Union meetings;
- 5. Union updates of negotiations.
- B. There shall be no other distribution by Employees of notices, pamphlets, hand billing, leafleting, advertising, or political matters in the work areas.
- C. Employer has no say in the use of the bulletin board except in order to maintain proper decorum or when directed by the Government.

#### ARTICLE XIII: STEWARDS

#### Section 1:

The Union shall designate no more than one (1) Steward per shift. The Union shall notify the Employer of the selection of Stewards within ten (10) days of such selection. Stewards shall not interfere with the management of the business or direct the work of any employee. Stewards will be limited, in the aggregate, to two (2) hours per pay period at the Union's expense, to conduct their on-site duties; said time to be coordinated with the Project Manager or his/her designated representative.

#### Section 2:

Stewards have no authority to call or direct strikes or authorize other economic action against the Employer. The authority of Stewards shall be limited to the investigation and representation of grievances in accordance with the provisions of this Agreement and the transmission of such messages and information which shall originate with and are authorized by the Union or its officers. Time spent by Stewards with regard to the investigation and processing of grievances shall be unpaid.

#### Section 3:

In the absence or unavailability of the Steward designated as representing employees on a specific shift or in a specific location, any other Union-designated Steward may represent unit employees.

#### ARTICLE XIV: COURT APPEARANCES

Court or administrative appearances necessitated by job-related occurrences or incidents shall be compensated for fully at the rates specified in this Agreement less any monies received from the court. The affected employee shall not receive less than the recommended pay. However, other court, administrative or grievance procedure and/or arbitration appearances shall not be Employer-paid, unless requested by the Employer.

#### ARTICLE XV: JURY DUTY

The Employer agrees to pay employees called for jury duty their normal full regular pay for a period up to thirty (30) work days, less any fees or sums received from the Court, when an employee has met the following conditions:

- A. The employee must notify the Employer within seventy-two (72) hours after he receives a jury duty questionnaire or notice that he is subject to a jury duty call.
- B. The employee must permit the Employer to assist him in seeking to obtain an exemption from jury duty if the Employer determines that the demands of service to the Client warrant an exemption.
  - C. No compensation shall be paid by the Employer for jury duty on Saturdays, Sundays and holidays, unless such Saturday, Sunday or holiday was the employee's normal work day. Compensation shall only be paid by the Employer for jury duty on a normally scheduled work day.

#### ARTICLE XVI: LEAVES OF ABSENCE

#### Section 1: Maternity and Sick Leave

All provisions of this Article shall be applied in a manner consistent with the Family and Medical Leave Act of 1993 and/or the District of Columbia Family and Medical Leave Act (as applicable). Eligible non-probationary employees will be granted unpaid leave in accordance with federal and other applicable FMLA requirements for their own serious

illness, for the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent.

Whenever an employee who is pregnant or otherwise sick determines that he/she cannot perform his/her duty safely or efficiently, the employee shall take a leave of absence. An employee who takes such maternity or sick leave may elect to utilize as much paid sick leave as he/she has accrued. During such leave of absence, the employee shall retain his/her existing seniority and shall continue to accrue seniority.

#### Section 2: Extended Maternity and Sick Leave

If an employee who is ill (or returning from maternity leave) and unable to work has exhausted his/her accrued days of maternity and sick leave, the employee may request and may, at the Employer's discretion, be granted extended sick leave without pay of up to six (6) months. During an extended maternity and sick leave, the employee shall not continue to accrue seniority, although all seniority attained prior to the granting of extended maternity and sick leave shall be retained.

#### Section 3: Personal Leave Without Pay

An employee may request personal leave without pay for a period of up to thirty (30) days. It is within the Employer's sole discretion whether such requests, which must be in writing and state the reason for and length of the desired leave, will be granted. Neither seniority nor benefits shall accrue during such personal leave. Employees on leaves of absence for personal reasons who accept other employment during such leave shall be considered as having resigned. Upon giving two (2) weeks notice of intent to return to work, an employee shall be scheduled to report to his former job, or an equal job within two (2) weeks of the Employer's receipt of such notice. If no job is available on the employee's former shift or former site, he may be put on any shift or site, but will be returned to his former shift or site as soon as an opening is available, consistent with the Employer's

scheduling needs. The Employer shall not unreasonably deny an employee's request to return to his former shift or site.

#### Section 4: Bereavement Leave

Employees shall be entitled to three (3) days of unpaid bereavement leave per full Government contract year for purposes of arranging and/or attending, on a day normally scheduled to work, the funeral of a parent, foster parent, spouse, child, sibling, grandparent, or grandchild. Proof of funeral attendance may be required by the Employer. If the funeral requires more than four hundred (400) miles drive, the employee shall be entitled to five (5) bereavement days. The employee must provide the Site Supervisor with at least twenty-four (24) hours prior written notice whenever possible, of the need for bereavement leave in order to be eligible for this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used.

Effective on January 1, 2009 employees shall be entitled to three (3) days of paid bereavement leave per full Government contract year for purposes of arranging and/or attending, on a day normally scheduled to work, the funeral of a parent, foster parent, spouse, child, sibling, grandparent, or grandchild. Proof of funeral attendance may be required by the Employer. If the funeral requires more than four hundred (400) miles drive, the employee shall be entitled to five (5) bereavement days. The employee must provide the Site Supervisor with at least twenty-four (24) hours prior written notice whenever possible, of the need for bereavement leave in order to be eligible for this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used.

#### Section 5: Military Service

Employees enlisting or entering the military service of the United States pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act and amendments thereto shall be granted all rights and privileges provided by that Act.

Section 6: Sick/Personal Leave

Effective on January 1, 2009 all employees shall be entitled to paid sick leave accruable upon satisfactory completion of the probationary period. These hours will not be considered worked hours. Sick leave shall be accrued at the rate of one (1) day every 3 months, not to exceed four (4) days per year.

Part-time employees shall receive three (3) Sick/Personal Leave days per year; any hours after 1,040 will be prorated. These hours will not be considered worked hours. Sick leave shall be accrued at the rate of one (1) day every 4 months, not to exceed four (4) days per year. New employees may not use Sick/Personal Leave during the Probationary Period, and shall not be entitled to any cash out if terminated during the Probationary Period.

All accrued, unused sick leave shall be paid to employees at the end of each contract year with the Government, when the Employer's contract with the Government terminates, or when the employment of an employee with the Employer terminates, whichever occurs first.

An Employee who is unable to report to work because of illness must call in at least four (4) hours prior to the beginning of his/her regular shift in order to be eligible for paid Sick/Personal Leave or as early as reasonable in order to promote notification. Employees may use accrued Sick/Personal Leave to cover such absences. Sick/Personal Leave will be payable for full days of absence during to illness commencing on the first day of such absence. The Employer may require written proof of the employee's disability or require a written statement from a medical care provider if the employee's absence exceeds two (2) consecutive days.

#### ARTICLE XVII: WEAPONS

The Employer agrees to implement a regular maintenance program for all Employerowned weapons. Pursuant to this program, weapons shall be checked, cleaned, and, if necessary, repaired or replaced at least once every six (6) months. Employees have the obligation to ensure that their weapons are at all times in proper working order. If an employee has knowledge that his or her weapon is not in proper condition, the employee shall immediately report this to his or her supervisor for investigation.

#### ARTICLE XVIII: SENIORITY

#### Section 1: Seniority Lists

The Employer shall maintain a seniority list for all regular full-time and part-time employees employed by the Employer at each location. The Employer shall furnish the Union with copies of such lists at least once every six (6) months, or as requested by the Union.

#### Section 2: Scheduled Overtime

Opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer. In the event that the Employer has advance knowledge of twenty-four (24) hours or more, such work will be offered consistent with seniority whenever possible. When the Employer has an unanticipated exigent need to provide coverage, the Employer shall have the right to require an employee who normally performs the work to remain on duty until relieved and/or to require an available employee to provide such coverage, as conditions warrant. The Employer shall actively seek relief for the employee who is held over. Such overtime work shall follow a rotation among employees as detailed in Section VII, Article 4

#### Section 3: Permanent Position Openings

As permanent positions open, notice shall be posted. Employees shall have three (3) days within which to bid. First preference shall be given to the employee with the most skill, ability, and seniority. The successful bidder's prior position may then be bid. The following opening(s), if any, may then be assigned by the Employer without challenge.

#### Section 4: Promotions

In the event that a higher level job becomes available, first preference for such job shall be given to the most qualified employee currently employed at each location with the most skill, seniority, and ability. For the purposes of this section, a qualified employee is an employee who possesses work experience relevant to the higher level position, who has demonstrated the ability to lead and effectively interact with fellow employees, who has a good attendance and employment record, and who has the requisite permits and security clearances required for the job. If the most senior and qualified employee declines the promotion, such position shall be offered to the next most senior and qualified employee, and so forth, taking into account seniority whenever all other such considerations are equal.

If an employee who has been promoted is determined by the Employer, within ninety (90) days of his or her promotion, to fail to satisfactorily fulfill the requirements for the position to which he or she was promoted, such an employee shall be demoted to his or her original or similar position in the bargaining unit at the employee's prior site or other site and shall receive the appropriate rate of compensation for such lower position. Time spent as a supervisor shall not count toward a unit employee's seniority.

#### Section 5: Reduction in Force

In the event that the work force at each location shall be reduced for any reason, the employees with the least seniority shall be laid off first. Shift reassignments shall be by bidding. Full-time employees may bid to return on a part-time shift and be transferred to a full-time position when one becomes available, consistent with the Employer's scheduling needs and the provisions of this Agreement. A full-time employee may decline recall to a part-time position and remain on the recall list at the option of Employer.

#### Section 6: Layoff and Recall

A. As jobs become available at each location, employees shall be recalled in order of their seniority at the facility, where qualified. Probationary employees who have been laid off have no recall privileges.

B. In the event of a layoff, seniority does not continue to accrue. An employee shall retain the seniority which he or she possessed at the time of the layoff except as provided below.

#### Section 7: Loss of Seniority

In the event the Employer loses its contract to provide services at each location, the Employer will have no obligation with regard to this Section after the termination of its contract. Except as is provided below, an employee who is laid off for reasons other than the Employer's loss of contract to provide services at each location will retain his or her seniority for sixty (60) days.

An employee's seniority with the Employer shall be broken if the employee: voluntarily quits; retires; is discharged for cause; is absent from work for two (2) consecutive working days without notifying the Employer of the reason for his absence before the close of the two (2) day period, unless there was an emergency recognized by Employer which prevented the employee from properly notifying the Employer, or fails to return to work from layoff within five (5) working days after the mailing of notice of recall by the Employer.

In the event that an employee is laid off for reasons other than the Employer's loss of contract, the Employer shall, within thirty (30) days of the layoff, determine if the employee is qualified for work at another job site, and, if so, offer the employee the opportunity for a transfer.

An employee's seniority shall not be broken by a lay off due to an employee's efforts at re-qualification pursuant to Article XIX.

A laid off employee who is recalled shall be sent notice of recall by certified mail. If such employee does not respond within five (5) business days of the Employer's sending such certified mail, or the employee refuses such offer, the employee will be deemed to have voluntarily quit., even if the notice is returned as undeliverable. An employee who has voluntarily quit or otherwise been terminated has no right to recall.

#### Section 8: Shift and Post Reassignments

In the event the Employer determines it is necessary to rotate employees among posts, every reasonable effort shall be made to assign employees during the same shift in which they worked. The Employer will make every reasonable effort consistent with its business needs to assign employees in such a manner as will not disrupt established child care arrangements as well as family or other work obligations. Assignments are to be made in an unbiased manner and in accordance with seniority to the extent possible.

#### ARTICLE XIX: VOLUNTARY QUITS

An employee shall be deemed to have voluntarily quit employment with the Employer if:

- A. The employee accepts employment in a management or supervisory capacity with a competitor of the Employer at the same time while he or she is employed by the Employer, or otherwise fails to report for duty as scheduled by the Employer, while simultaneously remaining an employee of a competitor of the Employer, voluntarily quits.
- B. The employee fails to report for work within forty-eight (48) hours of the beginning of his/her scheduled shift after the expiration of a leave of absence without a telephone call or other explanation, unless there was an emergency recognized by Employer which reasonably prevented the employee from properly notifying the Employer.
- C. The employee fails to report for work for two (2) consecutive days without telephoning or otherwise notifying the Employer, unless there was an emergency which reasonably prevented the employee from properly notifying the Employer.
- D. The employee fails to respond within five business (5) days of the Employer sending a notice of recall by certified mail, unless there was an emergency which prevented the employee from properly notifying the Employer.

#### ARTICLE XX: TRAINING AND REQUALIFICATION

#### Section 1:

The Employer agrees to pay employees who are required to re-qualify with a weapon on a firing range for up to four (4) hours at the hourly rates set forth herein, so long as the employee reports to the firing range and pursues test in good faith.

#### Section 2:

The Employer shall schedule employees to be re-qualified at least one (1) month prior to the expiration of their weapons permit. The Employer shall offer to employees the opportunity, at Employer's expense, to have one (1) practice session prior to any formal requalification test. The employee shall be given at least two (2) opportunities to qualify, both of which must be prior to the expiration of his or her permit; only the first qualification test shall be at Employer's expense. If the employee fails to re-qualify after the second attempt, the employee will be allowed to re-qualify at his/her own expense through an Employer approved listing of outside agencies within thirty (30) days. If the employee fails to requalify in the thirty (30) days they will no longer qualify for employment with the company. If the employee is unable to re-qualify prior to the expiration of his or her permit, the employee shall be immediately removed from an armed position and laid off without pay for a maximum of six (6) months. Such employees shall be immediately reinstated after requalifying during the six (6) months period of suspension provided such opening exists and there have been no more than two attempts to re-qualify. An employee laid off pursuant to this provision shall not accrue seniority or fringe benefits during his or her period of layoff. If the person does not re-qualify during this suspension period, such action will be considered as a voluntary quit.

#### Section 3:

If an employee does not appear for or obtain his or her government-required physical examination prior to the time by which it must be obtained, the employee shall be suspended

as in Section 2 above. If the employee does not satisfactorily pass his or her physical within the period of time, the employee shall be considered as having voluntarily quit.

#### Section 4:

If an employee does not successfully complete and pass his or her government-required first aid and/or CPR examination prior to the time by which such examination must be taken and passed, the employee shall be suspended as in Section 2 above. If, however, after thirty (30) days following the date on which the employee was required by the government to have passed such examination or examinations, the employee has not taken and passed same, he shall be regarded as having voluntarily quit.

#### Section 5:

The Employer agrees to pay for any required medical examinations of all employees covered by this Agreement, as long as the employee utilizes the medical examination facility chosen by the Employer. The Employer agrees to pay for all training and certifications as set forth in the government solicitation.

#### ARTICLE XXI: UNIFORMS

#### Section 1:

The Employer shall provide at no cost to all new employees those items listed in the Employer's service contract. Employer agrees to pay each employee for uniform maintenance and replacement as stipulated in the Appendix. Employees may purchase replacement items from the Employer at cost. Such articles shall be paid for by deductions from the employee pay.

The Employer shall replace any parts of the uniform that are damaged in the line of duty, provided it has been reported to the Project Manager.

#### Section 2:

Upon termination of employment, the issued clothing and equipment shall be returned to the Employer. The Union agrees that all employees, at the time of hire, shall give written authorization allowing the Employer to deduct from the employees final paycheck the cost of all unreturned issued clothing and equipment and/or the cost of cleaning clothing not returned in a clean condition. The deduction for such missing, un-cleaned, or damaged items will be the cost to the Employer.

#### ARTICLE XXII: SUCCESSORSHIP

- A. If ownership of the Employer is changed, in whole or in part, through sale, merger, or in any other manner, this Agreement shall be included as a condition of such change and shall remain binding until its termination.
- B. In any case of change in ownership or acquisition of other operations or functions, at least thirty (30) days notice shall be provided to the Union.

#### ARTICLE XXIII: SUPERVISORS WORKING

Supervisory personnel may, without prior notice, be temporarily assigned to cover unit work in an emergency situation. In no event shall such temporary assignment(s) exceed thirty (30) days in any year.

#### ARTICLE XXIV: HOLIDAYS

#### Section 1:

The Employer-shall grant to all employees the following holidays off with pay (or pay in lieu thereof, if normally scheduled to work that week day). Holiday benefits shall be paid as specified in the Appendix, provided that the employee shall work his or her regularly scheduled work day prior to the holiday and after the holiday:

New Year's Day Martin Luther King's Birthday President's Day Memorial Day Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Day Christmas Day

Holiday pay will not be granted to employees when a holiday falls within a period of leave of absence and/or layoff.

#### Section 2:

An employee who is required to work on a holiday shall receive holiday pay in addition to his or her regular wage.

#### Section 3:

The employee who is requested and agrees to work any of the above-named holidays but fails to report to work for such holiday shall not receive holiday pay, and will be subject to discipline.

#### Section 4:

The employee must work his scheduled day before and scheduled day after the holiday to receive the holiday benefits, unless otherwise excused.

#### Section 5:

Part time employees will receive a pro-ration of the holiday benefit based on the hours worked in the two full workweeks prior to the workweek in which the holiday falls.

#### ARTICLE XXV: VACATION

- A. Full-time employees covered by this Agreement who have continuously been employed within the Bargaining Unit for a period of one (1) year shall, as of their anniversary date, begin to earn two (2) weeks paid vacation per year.
- B. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) years shall, as of their anniversary date, begin to earn three (3) weeks paid vacation per year.

- C. Full-time employees covered by this Agreement who have been continuously employed for a period of fifteen (15) years shall, as of their anniversary date, begin to earn four (4) weeks paid vacation per year.
- Part time employees shall be eligible for vacation. Such vacation shall be D. earned on a pro rata basis per the same schedule as full-time employees described in paragraphs A, B and C of this Article.
- Consistent with Company approval, efficiency, and economy of operations, E. employees with two (2) or more weeks' vacation may take their vacation in segments of less than one (1) week each.
- F. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date and based upon seniority; vacation assignments are exclusively reserved for determination by the Company in order to ensure the orderly operations of the Client's facilities.
- G. Vacation time must be taken within the year following the year in which it was earned.
- H. Vacation time must be taken within the year following the year in which it was earned. Vacation shall not vest and employees shall not be entitled to vacation under the above schedule until the employee has completed each twelve (12) months of employment.

#### ARTICLE XXVI: HEALTH AND WELFARE

A. To be eligible for Health and Welfare Benefits, an employee must have completed thirty (30) days of service. Health and welfare payments shall be provided by the Employer on behalf of the employees at the rate set forth in Appendix A to this Agreement, which is attached hereto and incorporated herein by reference for all regular hours worked, 32154353310 up to forty (40) per week. Such payments will be paid directly to the employee with their wages.

- B. All employees who are eligible for Family Medical Leave will be required during the twelve-week period of leave to make any required employee contribution toward health coverage.
- C. All employees who are not eligible for Family Medical Leave may maintain their health coverage by paying the full premium required under the operating insurance plan.

#### ARTICLE XXVII: 401(k)

All employees will be eligible to participate in the AlliedBarton 401(k) Plan; there will be no cash payments made of proceeds intended for 401(k) benefits. The Employer will recognize and take whatever action is necessary to allow employee contributions to be withheld through payroll deduction and forwarded to the plan office in an orderly fashion. The Employer will allow 401(k) Plan materials and information to be circulated to employees as long as the circulation of these documents and informational materials does not interfere with their duties and responsibilities. The Employer will forward employee contributions and required data at the times and in the form prescribed by the 401(k) Plan Program. Employer will also make a matching contribution as set forth in the AlliedBarton 401(k) Plan.

#### ARTICLE XXVIII: WAGES

The Employer agrees to pay employees at the wage rates set forth in the Appendix A.

#### ARTICLE XXIX: GOVERNMENT SUPREMACY

The Union acknowledges that Employer has entered into a Contract with the Government to provide services under specific terms and conditions; and that the Government has broad discretion to direct the activities of Employer within the scope of the Contract. If time permits, Employer will discuss any changes with Union prior to their implementation. These discussions will be held in a joint effort to prevent any adverse effect, or to minimize any adverse effect, on the current Collective Bargaining Agreement. If the changes would cause conflicts with the CBA, Employer and Union will endeavor to

renegotiate that particular section of the CBA, all with acknowledgement by Union of the obligation of Company to comply with the Government directive.

Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examination, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, Employer will comply with those requirements without recourse by any employee or the Union to the grievance and arbitration provisions. Any compensation and expenses required by the Government to be borne by Employer shall be borne by Employer. Any compensation or expenses, subsequently no longer mandated or allowed as a chargeable expense by Employer to the Government, may be terminated by Employer after providing notice to the Union and allowing the Union to meet and to confer with Employer over the effects of that intended action.

#### ARTICLE XXX: SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any Riders or Attachments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. The event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the Employer and the Union agree to enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### ARTICLE XXXI: DURATION OF AGREEMENT

Except as otherwise provided in this Article, this Agreement shall be in full force and effect on August 22, 2008, and shall remain in effect until (and including) August 21, 2011. With respect to wages and fringe benefits (including health and welfare), the applicable provisions of the Agreement shall take effect as specified in Appendix A.

AMERICA (SPFPA)	•		( )
By: White		Date: _	8/37/08
Name: Assane F	aye		
Title: District D	irector		
By:		Date: _	B 22-08
Name: Nina G	arrett		
Title: Chief sho	psteuard		
By: Ale	<u>l</u> _	Date: _	8.22.08
Name: Markide L	Walker		
Tide: Shap stewn	ard		
·			

Title: Vice President/General Manager

#### APPENDIX A

## **Economic Provisions for SPFPA, VETERANS ADMINISTRATION**

Listed below are the wages and benefits for each year of this Agreement:

	8-22-08	1-1-09
Officers	\$20.00/hr.	\$21.50/hr.
Health & Welfare	\$3.24/hr.	\$3.24/hr.

Should the appropriate DOL Wage Determination be modified the Employer agrees to reopen negotiations with regards to the Health & Welfare benefits provided for in the agreement.

Effective on August 15, 2008 the parties have agreed that the Dare to Be Great Performance Bonus Program will be in effect until August 22, 2008 whereupon the Date to Be Great Performance Bonus Program will cease.

#### APPENDIX A

### **WAGE SCHEDULE**

Listed below are the Wages and Benefits for the employees on the Veteran's Administration contract, Washington DC, SPFPA Local 287:

> SITE: VETERAN'S ADMINISTRATION Washington, DC

**Current:** 

Officers Wage:

Health & Welfare Allowance

\$21.50 / hour

\$ 3.24 / regular hour paid up to 40/week

Effective October 1, 2009:

Officers Wage:

Health & Welfare Allowance

\$22.00 / hour

\$ 3.35 / regular hour paid up to 40/week

INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS

OF AMERICA (SPFPA)

Assane Faye

Washington DC District Director

COASTAL INTERNATIONAL SECURITY, INC.

Sean J. Engelin

Director, Labor Relations

